

DRAFT AGREEMENT FOR SALE

This Agreement is made at Mumbai this 9th day of **DECEMBER** in the year **Two Thousand and Twenty-Four**.

BETWEEN

M/s. Solidago Realty, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered place of business at Ground floor, River View Banquet, Bapu Bagve road, Near Dahisar bridge, Dahisar west, Mumbai 400068, through its partner Mr. Jayesh P. Chauhan, hereinafter referred to as the "**Promoter/ Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, successors, and administrators of such survivors or survivor and his/her/their respective heirs, executors, successors, administrators and assigns) of the **FIRST PART**

AND

STONE CASTLE CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM (W.R.) HSG (T.C.) 1506/84-85 on 17th April 1985 and having its registered office at Mount Poisar Road, Near St. Francis School, Vallabh Nagar, Borivali (West), Mumbai 400103, through its constituted attorney Mr. Jayesh Chauhan, hereinafter referred to as "**the Owner/ Society / Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include the members or member for the time being of the said Society, its successors and assigns) of the **SECOND PART**

AND

MRS. ROXANNE SHERIE DSOUZA & MR. VINSON DSOUZA having address at **605, THE NEW GOLDERS GREEN (3) CHS, HOLY CROSS ROAD EXTENSION, NEAR HCG HOSPITAL, I.C. COLONY, BORIVALI WEST, MUMBAI, MAHARASHTRA-400103**. hereinafter called "**Allottee(s)**/"

Allottee(s)" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP, the partners from time to time constituting the LLP and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner or a company or a society or a body corporate, its successors in title) of the **THIRD PART**

"Promoter/ Developer", "Owner/ Society/Confirming Party" and "Allottee(s)" are hereinafter individually referred to as a "**Party**", and collectively as "**Parties**".

WHEREAS:

- (a) The Society is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land bearing Revenue Survey No. 26-A Hissa No. 2-A and 2-B and C.T.S. Nos. 166 and 166/1 to 11 totally admeasuring about 3984.96 sq. meters together with the existing building standing thereon known as "Stone Castle" (now demolished), situated at Village Mandpeshwar, Taluka Borivali, Mumbai Suburban District and more particularly described in the **FIRST SCHEDULE** therein (hereinafter referred to as the "**said Property**").
- (b) By Redevelopment Agreement dated 3rd June 2021, registered with the Sub-Registrar of Assurances at Borivali No. 4 under Registration

No. BRL-4/6870 of 2021, made and executed between the Society, the members of the Society and the Promoter, the Society and the members of the Society granted development rights in favour of the Promoter in respect of the Property for the consideration and on the terms and conditions mentioned therein (**“Development Agreement”**).

- (c) In addition to the said Development Agreement, the said Society has also executed an Irrevocable Power of Attorney in favour of the Developer, registered with the Joint Sub-Registrar of Assurances on 3rd June 2021 under Sr. No. BRL-4/6873 of 2021, inter-alia granting therein under such powers and authority to the Promoter for the purpose of enabling the Promoter to develop the Property by constructing thereupon New Building by consuming the entire FSI/TDR of the Property and entitling the Promoter to sell, transfer, assure and assign flats, premises, units, apartment, shop, car parking space, etc. coming to the share of the Promoter to the prospective purchasers, the flat purchaser(s), allottee(s), etc. for such consideration and on such terms and conditions as the Promoter deems fit and proper without being accountable or obliged to disclose profits or losses made by the Promoter from the sale of such flats, units, premises, apartments, shops, car parking spaces, etc. to the Society and/or the members of the Society (**“Power of Attorney”**).
- (d) By virtue of the above Development Agreement and the Power of Attorney, the Promoter has the sole and exclusive right to develop the Property and to deal with, dispose of, and/or sell/allot the flats/ shops/ apartments/ car parking spaces coming to the share of the Promoter in the new building and/or any part or portion thereof on the terms and conditions mentioned hereinafter and to enter into Agreement/s with the allottee(s)/s of flats/ shops/ apartments/ car

parking spaces and to receive the sale consideration in respect thereof.

- (e) By an Order passed by the Collector Mumbai Suburban District bearing No. 5788 dated 11/08/2021, the Property is firstly amalgamated and then sub-divided as follows:

Amalgamation:

Sr. No.	C.T.S. No.	Area in sq. meters	C.T.S. No. after Amalgamation
1.	166		166/B
2.	166/1		
3.	166/2		
4.	166/3		
5.	166/4		
6.	166/5		
7.	166/6		
8.	166/7		
9.	166/8		
10.	166/9		
11.	166/10		
12.	166/11		
TOTAL		3984.96	

Sub-Division:

Sr. No.	Old C.T.S. No.	New C.T.S. No.	Area in sq. meters	said Land
1.	166/B	166/B/1	2935.64	Project Land
2.		166/B/2	1049.32	Portion of the Property affected by Road Set Back
TOTAL			3984.96	

- (f) As is evident from above that a portion of the Property is affected by road set back bearing C.T.S. No. 166/B/2 admeasuring 1049.32 sq. meters. The Developer shall be constructing a new building on a portion of the Property bearing C.T.S. No. 166/B/1 in all

admeasuring 2935.64 sq. meters, which is more particularly described in the First Schedule herein under ("**project land**");

- (g) The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- (h) Promoter is in possession of the Project Land;
- (i) The Promoter has proposed to construct on the project land a building consisting of **Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "A" Wing, Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "B" Wing, Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "C" Wing and Ground floor commercial + First commercial + residential 2nd to 13th upper floors in the "D" Wing, Ground to 14th upper floor mechanical car parking towers, Triple Stack car parking's between A and B Wing and Triple Stack car parking's between C and D Wings** as per the sanctioned plans, with such modifications as may be approved by the concerned local bodies and authorities from time to time and by claiming, availing, utilizing and consuming the entire present and future development potential of the Property including but not limited to Floor Space Index ("**FSI**"), Transferable Development Rights ("**TDR**"), Premium FSI, Fungible FSI, Increase FSI, Increased TDR, additional TDR and/or any other the development rights or potential of howsoever nature and by whatsoever name called arising and/or generated from the Property which can be availed, consumed and utilized on Project Land (hereinafter collectively referred to as "**FSI/TDR**");

- (j) The Allottee is offered an Apartment bearing number **303** on the **3rd** floor, in the **A** wing, admeasuring **85.32** Sq. Metres equivalent to **919** Sq. ft. RERA carpet area (hereinafter referred to as the said "Apartment") in the Building called "**THE CASTLE**" (hereinafter referred to as the said "**Building**") being constructed on the Project Land, by the Promoter;
- (k) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (l) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under registration no. **P51800047865**. authenticated copy is attached in **Annexure 'F'**;
- (m) The Promoter has appointed a structural Engineer **M/S Sura and Associates** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (n) By virtue of the above Development Agreement and Power of Attorney the Promoter the has the sole and exclusive right to sell the Apartments coming to his share in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (o) On or before the execution of this Agreement, the Promoter has informed the Allottee about the deficiency in open space and the

Allottee hereby undertakes not to make any complaints in future about the said deficiency and will have no objection for adjoining development as and when it will take place.

- (p) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs, and specifications prepared by the Promoter's Architects **M/s. KPA Associates** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (q) The authenticated copies of the Report on Title issued by the advocate of the Promoter, authenticated copies of the Property card showing the nature of the title of the Confirming Party and Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;
- (r) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**;
- (s) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**;
- (t) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**;

- (u) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections, and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.
- (v) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- (w) The Promoter has accordingly commenced construction of the said Building in accordance with the said proposed plans.
- (x) The Allottee has applied to the Promoter for allotment of an Apartment No. **303** on the **3rd** floor of the **A wing** in the Building "**The Castle**" being constructed on the Project Land,
- (y) The carpet area of the said Apartment is **85.32** Sq. Metres, equivalent to **919** Sq. ft. RERA carpet area and "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 the exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for the exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- (z) 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;
- (aa) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs **32,11,538/- (Rupees Thirty Two Lakh Eleven Thousand Five Hundred Thirty Eight Only)**, being earnest money towards sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- (bb) Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing no. **P51800047865**.
- (cc) AND WHEREAS the Allottee is aware that the Developers have obtained a loan facility from ICICI Home Finance Company Limited, and pursuant thereto the Developers have executed Registered Indenture of Mortgage dated 18/09/2023 in favor of ICICI Home Finance Company Limited whereby, the Developers have created a Mortgage/charge in respect of the said building including the unsold flats therein to the 'ICICI Home Finance Company Limited' as security for repayment of the loan and all other amounts payable by the Developers to 'ICICI Home Finance Company Limited' under the terms of the Loan Agreement executed with 'ICICI Home Finance Company Limited'. The developer will get the NOC from ICICI Home Finance Company Limited before registration.

- (dd) Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (ee) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The recitals mentioned hereinabove shall always form an integral and operative part of this Agreement as if incorporated verbatim;
2. The Promoter shall construct the said Building consisting of **Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "A" Wing, Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "B" Wing, Ground floor commercial + First floor commercial + residential 2nd to 13th upper floors in the "C" Wing and Ground floor commercial + First commercial + residential 2nd to 13th upper floors in the "D" Wing, Ground to 14th upper floor mechanical car parking towers, Triple Stack car parking's between A and B Wing and Triple Stack car parking's between C and D Wings** on the project land in accordance with the plans, designs, and specifications as approved by the concerned local authority from time to time.
Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any

alteration or addition required by any Government authorities or due to change in law.

- 3(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **3BHK** Apartment No. **303** on the **3rd** floor, in the **A** wing, admeasuring **85.32** sq. metres Rera carpet area equivalent to **919** Sq. ft. in the Building known as "**THE CASTLE**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. 2,44,50,914/- (Rupees Two Crore Forty Four Lakh Fifty Thousand Nine Hundred Fourteen Only)** (subject to deduction of Tax deducted at source (TDS) therefrom as per the provisions of the Income Tax Act, 1961 and rules made therein under), which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. In the event, if there is any change/ increase/ decrease in the common area and facilities appurtenant to the Apartment there shall be no change in the Sale Consideration of the Apartment.
- (ii) The Allottee hereby agrees to accept allotment from the Promoter and the Promoter hereby agrees to allot free of cost to the Allottee **1 (ONE)** parking space situated at parking tower being constructed in the layout. Provided however the proportionate property taxes, maintenance charges and other outgoings in respect of such allotted parking space shall be borne and paid by the Allottee(s) alone.
- (iii) The parking space allotted for use by the Allottee(s) shall always form an integral part of the Apartment and cannot be dealt with separately in isolation from the Apartment by the Allottee(s).

- (iv) The Allottee(s) is/are aware that similar rights/permission for allotment of other parking spaces in the said Building shall be granted by the Promoter to other allottee(s) and the same shall be binding on the Allottee(s) including his/her/their/its nominees and assigns.
- (v) Before execution of this Agreement, the Allottee(s) have fully satisfied himself/herself/itself/themselves and accepted the parking space allotted, the parking spaces arrangement, and inadequate aisle space. No complaints of whatsoever nature from allottee(s) (including Allottee(s) herein) as regards to parking spaces allotted, parking spaces arrangement and inadequate aisle space will be entertained by Promoter, Society, MCGM, or any one of them at any time in future.
- 3(b) The Allottee has paid on or before execution of this agreement, a sum of **Rs 32,11,538/- (Rupees Thirty Two Lakh Eleven Thousand Five Hundred Thirty Eight Only)**, as earnest money and hereby agrees to pay to that Promoter the balance amount of **Rs 2,12,39,376/- (Rupees Two Crore Twelve Lakh Thirty Nine Thousand Three Hundred Seventy Six Only)** in the following manner:-
- i. Amount of Rs. 1,92,61,348/- (Rupees One Crore Ninety Two Lakh Sixty One Thousand Three Hundred Forty Eight Only) to be paid to the Promoter by the Allottee(s) within 7 (seven) days from the date of Registration of this agreement in which the said Apartment is located.
 - ii. Amount of Rs. 13,25,932/- (Rupees Thirteen Lakh Twenty Thousand Nine Hundred Thirty Two Only) to be paid to the Promoter by the Allottee(s) within 7 (seven) days from the date of on completion of terrance level of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs. 3,26,048/- (Rupees Three Lakh Twenty Six Thousand Forty Eight Only) to be paid to the Promoter by the Allottee(s) within

7 (seven) days from the date of on completion of flooring and tiling of the building or wing in which the said Apartment is located.

- iv. Balance Amount of Rs. 3,26,048/- (Rupees Three Lakh Twenty Six Thousand Forty Eight Only) to be paid to the Promoter by the Allottee(s) within 7 (seven) days from the date of obtainment of occupation certificate or at the time of handing over of the possession of the Apartment to the Allottee, whichever is earlier.

Note: * The said payment schedule above [clause 3(b)] is indicative and may change depending upon the commercial terms being agreed between the Promoter and the Allottee(s)

- 3(c) The Promoter shall have an unpaid vendor's lien on the Apartment for any amounts outstanding under this Agreement and/or out of the Sale Consideration and/or non-deposit of TDS until the same is paid to the Promoter by the Allottee(s). The Allottee(s) shall be liable and obliged to deposit the amount of TDS so deducted to the credit of the Promoter with the income-tax department simultaneously on the same date when the amount of TDS is deducted by the Allottee(s) and the Allottee(s) shall immediately provide proof of deposits of the amount of TDS to the Promoter. The Allottee(s) shall also be liable and obliged to provide a TDS certificate to the Promoter within 15 (Fifteen) days of each quarter in which the amount of TDS is deducted by the Allottee(s) failing which the Promoter shall have an unpaid vendor's lien on the Apartment for the amount of TDS which are deducted and for which TDS Certificate is not provided by the Allottee(s). In the event Allottee(s) fails to deposit TDS and provide TDS Certificate to the Promoter in the manner mentioned hereinabove, then the Allottee(s) shall be liable and obliged to forthwith pay such amounts from the date of such default to the Promoter together with interest as per the said Act and rules made therein under failing which the Promoter shall have a good right, full

power, and absolute authority to terminate this Agreement in terms of this Agreement.

- 3(d) The total consideration is not inclusive of said Taxes as mentioned in clause 3(a) & 3(b). In addition to the total Sale Consideration the Allottee(s) hereby agree(s) to pay to the Promoter, the applicable Goods and Service Tax (GST), cess, dues, charges, duties, imposition, premium, surcharge, fees, levies, local body tax (LBT), service tax, value added tax, and any other tax levied by whatsoever name called or otherwise of howsoever nature together with any increase, interest and/or penalty, etc. levied (prospectively or retrospectively) by the Government, local authority, competent authority, etc. on the Sale Consideration of the Apartment, any deposits, miscellaneous charges, any other amounts payable under this Agreement and/or on the sale transaction contemplated herein (hereinafter collectively referred to as the "**said Taxes**") as and when the same is demanded by the Promoter, without any delay, demur or default. In relation to applicable taxes, Promoter shall provide a copy of the applicable order/demand note/circular for the same. The payment of the said Taxes by the Allottee(s) to the Promoter within the due date shall always form part and parcel of the fundamental terms of this Agreement. The Promoter shall not be liable to refund the said Taxes paid by the Allottee(s) to the Promoter.
- 3(e) The Total Price is escalation-free, save and except escalations/increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost, or levies imposed by the

competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 3(f) The Promoter shall confirm the final Rera carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the rera carpet area, subject to a variation cap of 3 (three) percent. The Total Price payable for the Rera carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Rera carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (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 Rera carpet area allotted to Allottee(s), the Promoter shall demand an additional amount from the Allottee(s) and the Allottee(s) shall pay the same to the Promoter as per the next milestone of the Payment Plan/Schedule of Payment and in all circumstances before possession of the Apartment is handed over by the Promoter to the Allottee(s). All these monetary adjustments shall be made at the same rate per square meter/ per sq. ft. as agreed in Clause 3 of this Agreement.
- 3(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 4.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 4.2 Time is of the essence for the Promoter as well as the Allottee(s). The Promoter shall endeavour to abide by the time schedule for completing the project after receiving the occupancy certificate. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3(b) herein above. ("Payment Plan/ Schedule of Payment").
- 5.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 11885.82 square meters only and the Promoter has planned to utilize the same above Floor Space Index. The Promoter has agreed to avail, claim, utilize, and consume the entire FSI/TDR of the Project Land either available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control and Promotion Regulation for Greater Mumbai, 2034 ("**DCPR**") or based on the expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the said Project. The Promoter has disclosed the FSI/TDR of the Project Land as proposed FSI to be utilized by him on the Project Land 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 availing, utilizing and consuming the above proposed FSI

and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 5.2 Promoter shall while developing the Project Land will be required to make necessary amendments or substitution of the sanctioned plans, layouts, elevations, and designs from time to time as may be required by the Government, Municipal Corporation of Greater Mumbai ("**MCGM**") or any other local authority and/ or as the Promoter may consider necessary in respect of the Project Land to enable the Promoter to fully and entirely claim, avail, utilize and consume the entire present and future development potential of the Property on the Project Land including but not limited to FSI/TDR arising/ generated therefrom. The Allottee(s) has/have entered into this Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter by availing, consuming, and utilizing the entire FSI/TDR of the Property on the Project Land and the Allottee(s) has/have no objection to the Promoter for the above.
- 6.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the 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 Rule of the said Act, on all the sale consideration, amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession. Provided that, if Promoter has informed the Allottee about the reasons for the delay in completion of the project and/or obtainment of occupation certificate by Promoter from the competent authority and Allottee(s) has/have given consent to (i) the extended timelines required by the Promoter to complete the Project or for obtaining occupancy certificate from the competent authority; or (ii) new possession date, then in any of the above events the Promoter shall not be liable or

obliged to pay interest to Allottee(s) under this clause. The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule of the said Act, on all the delayed payments, amounts, and taxes 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 till realization of the same to the Promoter.

6.2 Without prejudice to the right of Promoter to charge interest in terms of sub-clause 6.1 above, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

- a. Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement.
- b. Provided further that upon the termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter)

within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 7.1 On termination, all rights created in favour of the Allottee(s) of whatsoever nature in respect of the Apartment shall automatically stand cancelled, revoked, terminated, and extinguished. On cancellation, revocation, and termination of this Agreement as mentioned above the Promoter shall be entitled to immediately sell, transfer and/or dispose of the Apartment in favour of any other person/party at such price as the Promoter may in its absolute discretion think fit and proper. The Allottee(s) herein shall have no right to object to such sale/ transfer/disposal of the Apartment by the Promoter.

- 7.2 The Allottee(s) also agrees that, sending of the balance sale consideration amount (if any) to the Allottee(s) (after forfeiting and deducting therefrom mutually agreed liquidated damages comprising of 10% of total sale consideration plus brokerage fees/ charges if any paid by the Promoter to the broker/ consultant/ real estate agent plus all taxes paid by Allottees to Promoter plus any outstanding interest plus any damages plus any other amounts which may be payable to Promoter) at the address given by the Allottee(s) in this Agreement, whether the Allottee(s) encashes the cheque or not, will amount to the refund of the amount so required to be refunded and any right of whatsoever nature created in favour of the Allottee(s) shall stand cancelled, revoked, terminated and extinguished. The Parties have mutually agreed that in the event if there is any shortfall in the amount forfeited by the Promoter, then the Allottee(s) hereby agrees, confirms, declares, warrants, and covenants with the Promoter to forthwith pay such shortfall/deficit amount to the Promoter without any delay, demur or default and

the Promoter shall have a good right, full power and absolute authority and entitlement to claim, demand and recover such amount from the Allottee(s).

- 7.3 In the event if the Allottee(s) has obtained any loan from a bank, financial institution, housing finance company, and non-banking financial company for purchasing the Apartment, then the Allottee(s) shall and the Allottee(s) hereby undertakes, confirms, declares, warrants and covenants with the Promoter to forthwith repay, clear and settle the entire loan/mortgage debt including any interest and penalty accrued thereon and obtain no dues certificate, release letter and release deed from such bank, financial institution, housing finance company, and non-banking financial company. On receipt of such no dues letter, release letter, and release deed from the financial institution, banks, etc. the Allottee(s) shall be entitled to the refund of the amounts mentioned in clause 7 above and 9 herein below from the Promoter.
- 7.4 Notwithstanding what is mentioned in this Agreement or any provisions of law, the Allottee(s) shall only be entitled to a refund of the sale consideration amount received by the Promoter from the Allottee(s), subject to the terms and conditions of this Agreement (including clause 7.1 to 7.5 herein) and the Promoter shall only be liable to refund any amounts mentioned therein to the Allottee(s) until and unless the Allottee(s) has/have executed and registered a Deed of Cancellation of the Apartment in favour of the Promoter.
- 7.5 All the rights and/or remedies of the Promoter including aforesaid rights of the Promoter are cumulative and without prejudice to one another.

- 8 The list of Amenities provided by the Promoter including fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'** annexed hereto.

9. The Promoter shall give possession of the Apartment to the Allottee on or before the 30th day of August 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as specified in the Rule of the said Act from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of the building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion, or act of God;
 - (ii) any notice, order, rule, or notification of the Government and/or other public or competent authority/court.
-
- 9.1 Procedure for taking possession: The Promoter, upon obtaining the occupancy 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 Apartment, to the Allottee(s) in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee(s). The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or maintenance agency, as the case may be. The Promoter on its behalf

shall offer the possession to the Allottee(s) in writing within 15 (fifteen) days of receiving the occupancy certificate of the Project.

- 9.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 9.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 9.2 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.
- 9.4 If within a period of five years from the date of handing over the Apartment to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
10. The Allottee(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of parking his own vehicle.

11. The Allottee along with other allottee(s) of Apartments in the building shall become members of the Society (Stone Castle Co-operative Housing Society) and for this purpose, the Allottee(s) shall from time to time sign and execute the application for membership, membership related forms and the other papers and documents necessary for becoming a member of the Society. Within 7 (seven) days from the date of a written request by the Promoter, the Allottee(s) shall return to Promoter duly filled in applications, forms, papers, documents, and writings for becoming members of the Society. Since the project is a Redevelopment of Society Property, Society has already obtained deemed conveyance from the competent authority and thus conveyance is not required.
- 11.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee(s) that the Apartment is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building. Provided that if the Allottee(s) does not pay the maintenance charges/outgoings within 15 (fifteen) days of receiving possession notice or demand notice in this regard then the Promoter shall be entitled to hold possession of the Apartment and levy interest (at such rate as prescribed under RERA and rules made thereunder or in the absence of the same @12% p.a.) on such delayed payment from the date when the payment is due till realization of such payment to Promoter or Management Agency.

The Allottee(s) shall pay to the Promoter or Management Agency 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) shall pay to the Promoter provisional monthly contribution at actuals per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest. Until admission of all allottees as members of Society or completion of the project and handing over of the same by Promoter to Society, whichever is later, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the admission of all allottees as members of Society or completion of the project and handing over of the same by Promoter to Society, whichever is later.

12. The Allottee shall within 15 (fifteen) days from the date of obtainment of occupation certificate or before delivery of possession of the said Apartment, whichever is earlier keep deposited with the Promoter, the following amounts:-
 - (i) Rs. 600/- (Rupees Six Hundred only) for share money, an application entrance fee of the Society;
 - (ii) Rs. 1,32,336/- (Rupees One Lakh Thirty Two Thousand Three Hundred Thirty Six Only) for a deposit towards provisional monthly Maintenance outgoing for a tentative period of 12 months at the time of Fit out of the said premises/unit/ Apartment.
 - (iii) Rs. 50,000/- (Rupees Fifty Thousand Only) for a deposit towards the water, electric, and other utility and services connection charges.

- (iv) Rs. 2,75,700/- (Rupees Two Lakh Seventy Five Thousand Seven Hundred Only) towards development charges at the time of Fit out of the said premises/unit/ Apartment.
 - (v) Rs. 2,00,000/- (Rupees Two Lakh only) towards One-time Club House charges.
 - (vi) GST, or any other Taxes/ Levies, etc. If applicable in Points 12 (i to v) will be borne by the Allottee only.
13. The Allottee shall pay to the Promoter a sum of Rs. 20,000/- (Rupees Twenty Thousand only) for meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.
14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
- The Promoter hereby represents and warrants to the Allottee as follows:
- i. The Promoter has clear and marketable title to develop the Project Land; as declared in the opinion on title annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical, and legal possession of the Project Land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the Project Land or the Project except those disclosed in the opinion on title;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the report on title;
- v. All approvals, licenses, and permits issued by the competent authorities with respect to the Project, project land, and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses, and permits to be issued by the competent authorities with respect to the Project, project land, and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building, and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;

- ix. Upon completion of the entire project and obtainment of full occupation certificate from the competent authority, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building to the Confirming Party;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, and taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till obtainment of occupation certificate from MCGM;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the report on title.
- xii. The Promoters shall have a good right, full power, and absolute authority to place in the Buildings, Project Land and/or any part or portion thereof (including but not limited to at the entrances of the Project Land, lobby, top floor terrace or any prominent place on the Project Land and/or the New Building the Project Name "**The Castle**" and/or Promoter's Logo and/or Promoter's brand name ("**Project Name and/or Promoter's Logo and/or Promoter's Brand Name**") in the manner the Promoter deems fit and proper. After placement of the Project Name and/or Promoter's Logo and/or

Promoter's Brand Name, the same shall not be removed/ altered by the Society and/or any of the allottees at any time in the future. The Society and the allottees (including the Allottee(s) herein) hereby give their irrevocable consent to the Promoter to install and place the Project Name and/or Promoter's Logo and/or Promoter's Brand Name in the manner mentioned above. All the allottees in the project and the Society shall be liable and obliged to maintain and repair the installed Project Name and/or Promoter's Logo and/or Promoter's Brand Name at their own costs and charges. In event of a breach of any of the above provisions, the Promoter, and its representatives shall always have good right and full authority to access the Project Land and/or the Buildings for the purpose of repairing or maintaining the Project Name and/or Promoter's Logo and/or Promoter's Brand Name at the costs, charges, and expenses of the allottee(s) and Society (including the Allottee(s) herein). The Society and the allottee(s) (including the Allottee(s) herein) and its members shall extend full co-operation and assistance to the Promoter in this regard. This clause shall continue to survive even after the expiry of this Agreement and shall also be binding on all nominees, and assigns.

15. The Allottee(s) for himself/herself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -
 - i. To maintain the Apartment at the Allottees' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules,

regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities and promoter.

- ii. Not to slaughter any animals in the precincts of the Project Land or any part thereof
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. In case if any damage is caused to said Building or any part or portion thereof on account of any act or deed or omission or commission or negligence or default on the part of the Allottee(s) or any person claiming by or through the Allottee(s) in this behalf, then the Allottee(s) shall at its own cost, charge and expense be liable to restore the damage so caused to its original state and order. In addition to the above, the Allottee(s) shall also be liable for the consequence of the breach to the concerned authority and the Promoter and the decision of the Promoter in respect to all of the above shall be final, conclusive, and binding on the Allottee(s).

- iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state, and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(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.

- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation, section, details, and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes and all other amenities in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other part of the Said Building and the Allottee(s) shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the Apartment without the prior written permission of the Promoter and the Society. In case, on account of any alterations being carried out by the Allottee(s) in the Apartment (whether such alterations are permitted by MCGM or any other concerned authorities or not) if there shall be any damage to the adjoining premises situated below or above the Apartment (including of leakage of water and damage to the drains), the Allottee(s) shall at his/her/their/its own costs

and expenses repair such damage (including recurrence of such damages).

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- viii. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of the 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 Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for the purpose for which it is sold.
- x. 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 Apartment until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully

paid up and without first obtaining prior written permission/ approval of the Promoter.

- xi. The Allottee(s) shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations, or amendments thereof that may be made from time to time. The Allottee(s) shall observe and perform all the rules and regulations for the 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 Promoter/Society regarding the occupation and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. To observe and perform all the terms and conditions and the covenants to be observed and performed by the Allottee(s) as set out in this Agreement (including in the Recitals above).
- xiv. Irrespective of dispute if any arising between the Promoter and the Allottee(s), all amounts, contributions, and deposits including amounts payable by the Allottee(s) to the

Promoter under this Agreement shall always be paid punctually by the Allottee(s) to the Promoter and shall not be withheld by the Allottee(s) for any reasons whatsoever.

- xv. The Allottee(s) hereby agrees, confirm and undertake, that the Allottee(s) shall not store or keep any materials or things, etc in the refugee area/terrace of the said Building and/or enclose or create any erection of whatsoever and howsoever nature in the refugee/terrace area of the said Building and/or use or occupy the refugee area/terrace of the said Building for any purposes or for any reason(s) whatsoever, save and except for the purpose and to the extent use of refugee/terrace area is permitted under the provisions of the law, statute, rules, regulations, etc. governing the same and the Allottee(s) hereby agree and undertake to indemnify the Promoter and keep the Promoter indemnified for all loss, damage, harm, cost, charge, expense, claim, penalty, interest, etc. (including but not limited to Attorney fees) caused to the Promoter for any breach of the above condition either by the Allottee(s).

- xvi. Notwithstanding what is mentioned in the Agreement, it shall be the responsibility of the Society, Allottee(s) along with other allottee(s) of premises in said Building, at their own, costs, charges, and expenses to maintain, repair and upkeep all the services, facilities, amenities, etc. (including fire-fighting system, etc.) and extension of warranties of all services, facilities, amenities, etc. under the contracts at all times hereinafter and the Allottee(s) hereby agree and undertake to indemnify the Promoter and keep the Promoter indemnified for all loss, damage, harm, cost, charge, expense, claim, penalty, interest, etc. (including but not limited to

Attorney fees) caused to the Promoter for any breach of the above condition by the Society, Allottee(s) and/or the other allottee(s) of premises in said Building.

- xvii. The Allottee(s) hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority and/or to the Central or State Government and/or any other competent authority and/or by way of security deposit or fire, cess or betterment charges, development charges or any other payment of a similar nature in respect of the Premise and/or said Building, the same shall be reimbursed by the Allottee(s) to the Promoter immediately on the demand made by the Promoter, in the proportion in which the area of the Apartment shall bear to the total area of the said Building and the Project Land and the decision of the Promoter in this regard shall be final, conclusive and binding upon the Allottee(s). If the Promoter shall have made any of the above-mentioned payments, then the Allottee(s) shall forthwith on demand reimburse the Promoter the amount payable on that behalf by the Allottee(s) as aforesaid.
- xviii. The Allottee(s) shall on demand, deposit with Promoter his/her/their proportionate share towards the installation of the water meter and electric meter and/or for any other deposit to be paid by the Promoter to the Local Authority or Body concerned and/or to any other Concerned Authority.
- xix. The Allottee(s) waive(s) his/her/its/their right to make any claim or demand against the Promoter and the Promoter shall not be liable to Allottee(s) for any defects or to rectify any defects under this Agreement, if such defects notwithstanding

what is mentioned in this Agreement arises due to any act or omission on the part of Allottee or any person claiming by or under the Allottee(s) for any contravention of this Agreement /any provisions of law/ failure by allottees/society to make payments towards the extension of any warranties under any contracts.

- xx. The Allottee(s) shall keep the Promoter fully indemnified against the payments of all amounts, deposits, and charges payable by the Allottee(s) to the Promoter under this Agreement and also for observance, performance, and compliance by the Allottee(s) of the covenants, terms, and conditions except so far as the same ought to be observed by the Promoter. The Allottee(s) also agrees and undertakes to give all the facilities to the Promoter to carry out additional construction work in the said Building constructed on the Project Land or any part thereof now under construction and/or to be constructed on the Project Land.

- xxi. The Allottee(s) shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and the allottee(s) of other premises in the said Building. In addition to the above if required by the Promoter, the Allottee(s) shall execute necessary deeds, documents, writings, etc. confirming the right of the Promoter, as aforesaid to carry out additional construction work on the said Building to be constructed or constructed on the Project Land and also confirming the right of the Promoter to sell on ownership basis other apartments in the said Building to be constructed or constructed on the Project Land.

- xxii. After the possession of the Apartment is handed over to the Allottee(s), if any additions or alterations in or about or relating to the said Building and/or any part or portion thereof are required to be carried out by the government, local authority or any other statutory/ competent authority, the same shall be carried out by the allottee(s) of various premises and/or the Society in the said Building at his/her/their respective own cost, charge and expense and the Promoter shall not be in any manner liable or responsible for the same.
- xxiii. The Allottee(s) shall not do or permit to be done any act or thing which may be likely to cause nuisance or annoyance to the users and occupiers in said Building.
- xxiv. The Allottee(s) shall maintain at his/her/their own costs the Apartment agreed to be purchased by him/her/them in the same conditions, state, and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules, and regulations of the Society, Government, Local Bodies, Authorities, Electricity Supply Company, the Promoter and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- xxv. The Promoter is entitled to sell or rent, the apartments, premises, units, flats, shops, parking spaces, etc. in the Project for the use and occupancy they are sanctioned and approved by the competent authority and Allottee(s) undertakes not to raise any objection for the same.

- xxvi. The Promoter and/or its agent shall at all times be allowed to enter the Buildings and the Property to show the unsold apartments, premises, units, flats, shops, parking spaces, etc. in the Buildings to potential buyers/allottees/purchasers until such time all apartments, premises, units, flats, shops, parking spaces, etc. are sold.
- xxvii. That nothing herein contained shall construe as entitling the Allottee(s) any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the Allottee(s) to the Promoter in this regard.
- xxviii. The Allottee(s) hereby grants their consent to the Promoter for availing loan/ facility/ financial assistance on such terms and conditions as the Promoter may deem fit and proper, subject to the repayment thereof by the Promoter.
- xxix. The Allottee(s) shall make all payments of the Total Consideration to the Promoters through an account payee cheque/demand draft / pay order/wire transfer / electronic transfer any other instrument drawn in favour of **"SOLIDAGO REALTY THE CASTLE COLLECTION ACCOUNT "**, Account No. **000405153061**, IFSC NO- **ICIC0000004** with **ICICI BANK, NARIMAN POINT**, Branch, Mumbai. In case of any financing arrangement entered by the Allottee(s) with any bank/Non-Banking Financial Company /HFC/financial institution/person ("Lender") for availing home loan with respect to the Apartment, the Allottee(s) undertakes to direct such Lender to disburse/pay all such amounts towards Total Consideration

due and payable to the Promoters through an account payee cheque/demand draft / wire transfer / any other instrument drawn in favour of **“SOLIDAGO REALTY THE CASTLE COLLECTION ACCOUNT ”**, Account No. **000405153061**, IFSC NO– **ICIC0000004** with **ICICI BANK, NARIMAN POINT**, Branch Mumbai. The Allottee(s) shall make all payments of the **GST** {even in case of any financing arrangement entered by the Allottee(s) with any bank/Non-Banking Financial Company /HFC/financial institution/person (“Lender”) for availing home loan with respect to the Apartment} to the Promoters through an account payee cheque/demand draft / pay order/wire transfer / electronic transfer any other instrument drawn in favour of **“SOLIDAGO REALTY ”**, Account No. **122205001966**, IFSC NO– **ICIC0001222** with **ICICI BANK, KASTUR PARK BRANCH (Borivali West)** Branch, Mumbai. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the Apartment and shall be construed as a breach on the part of the Allottee(s). In case of change of bank account details as mentioned above, the Allottee(s) shall make payment as informed by Promoters in writing/email to the Allottee(s).

- xxx. The Allottee(s) shall not sell, let, sub-let, lease, sub-lease, transfer, assign, mortgage, create any encumbrance, etc the Apartment or part with the Allottee(s) interest or benefit under this Agreement and/or the Apartment or part with the possession of the Apartment or any part or portion thereof without first obtaining prior written permission/ approval of the Promoter and the above permission/approval shall be given by the Promoter in favour of the transferee, licensee, lessee, mortgagee, etc as may be approved by the Promoter, however subject to all amounts, dues, transfer fees, non-

occupancy charges, etc are fully paid up by the Allottee(s) to the Promoter and only if the Allottee(s) has not been guilty of breach or non-observances of any of the terms and conditions of this Agreement.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share money, share application, etc. for membership of the Society and towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the apartments or of the Project Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter and the Confirming Party until the said structure of the building and project plot is handed over to the Society as hereinbefore mentioned.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, allotment made in favour of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (after forfeiting therefrom all such amounts as mentioned in clause 7.2 of this Agreement) shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

- a. The Allottee(s) hereby declares that the Allottee(s) has gone through this Agreement and all the documents related to the Project Land and the Apartment. The Allottee(s) has/have expressly understood the contents, terms and conditions mentioned in the documents as well as this Agreement and have also taken legal advice from their Advocate and Solicitor in relation thereto. The Allottee(s) after being fully satisfied with all of the above has entered into this Agreement.

- b. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment letters, brochures and/ or other documents entered into, executed and/or provided which are contrary and inconsistent with the provisions of this Agreement

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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 Apartment to the total carpet area of all the apartments and the Project Land in the Project.

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

26. PLACE OF EXECUTION

a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Mumbai 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 Mumbai.

b. The Allottee(s) shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. The

Allottee(s) shall lodge this Agreement for registration within a week from the date hereof and in any event not later than 15 (fifteen) days from the date hereof. Any penalty, interest, damages, consequences arising by virtue of failure on the part of the Allottee(s) to lodge and register this Agreement under the provisions of the Indian Registration Act or any amendments or modifications thereto, shall be dealt with and settled by the Allottee(s) at its/ their own cost, charge and expense. It is hereby clarified that under no circumstances the Promoter shall be held liable or accountable for non-registration of this Agreement by the Allottee(s).

27. Club House:

- a. The Promoter intends to construct a club house in the project as may be permitted by the concerned authority (hereinafter for the sake of brevity referred to as "Club House").
- b. The Promoter has informed the Allottee(s) that the Club House will form part of common area and the same will be used by the Allottee(s) along with members of Society and other allottees. The Allottee(s) confirms and acknowledges the same.
- c. The Allottee(s) has/have been made aware and confirm that the construction of the Club House may not be completed/it may not be operational by the Possession Date and that the use and enjoyment of the Club House may not be simultaneous therewith and may be at a such later date as will be informed by the Promoter from time to time.

28. All letters, circulars, receipts and/or notices issued by the Promoter to be served on the Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) by Registered Post A.D. or Hand delivery or Courier or E-mail to the

address of the Allottee(s) as specified herein below and the same will be a sufficient proof of the receipt of the same by the Allottee(s) and shall completely and effectually discharge the Promoter:

Name of Allottee(s): MRS. ROXANNE SHERIE DSOUZA & MR. VINSON DSOUZA.

Address: 605, THE NEW GOLDERS GREEN (3) CHS, HOLY CROSS ROAD EXTENSION, NEAR HCG HOSPITAL, I.C. COLONY, BORIVALI WEST, MUMBAI, MAHARASHTRA-400103.

Email ID: roxannesd27@gmail.com/vinsonjoeldsouza@gmail.com.

Mobile No: +919920315749/+919892972993

It shall be the duty of the Allottee(s) to inform the Promoter of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/ Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s)

29. JOINT ALLOTTEES

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

30. Stamp Duty and Registration: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter.

31. Dispute Resolution: -

All disputes or differences whatsoever which may at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective successors-in-title and permitted assigns touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations and liabilities of the

parties hereto or either of them under it by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement shall as far as possible be settled amicably by the parties. In case of failure of the parties to settle the dispute amicably, then the same shall be referred to a sole arbitrator as mutually appointed by the parties in writing as per the provisions of the Arbitration and Conciliation Act, 1996 including any amendment or re-enactment thereto. The sole arbitrator so appointed by the parties shall be entitled to hear, entertain, adjudicate and give necessary direction or pass necessary injunction/ award and the same shall be binding on the parties. The venue/place of sitting of arbitration proceedings shall be Mumbai only and the language of arbitration proceeding shall be English language only.

32. 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 courts at Mumbai shall have exclusive jurisdiction for this Agreement

RECEIPT

DATE	DRAWER BANK	CHEQUE/UTR NO./REF NO.	AMOUNT
22.09.2024	ONLINE	REF NO- 426613358166	100/-
22.09.2024	ONLINE	REF NO-HDFCR52024092293782965	12,37,400/-
15.10.2024	ONLINE	REF NO- HDFCR52024101552035934	9,51,923/-
30.11.2024	ONLINE	REF NO- HDFCR52024113066434757	10,00,000/-
ADD: TDS			22,115/-
GRAND TOTAL			32,11,538/-

NOTE: - TDS Certificate to be submitted to promoter as per clause 3(c) of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(“Description of **Project Land**”)

All that piece and parcel of land bearing C.T.S. No. 166/B/1 in all admeasuring 2935.64 sq. meters, situated at Village Mandpeshwar, Taluka Borivali, Borivali, Mumbai Suburban District and bounded as follows:

On or towards the East by:	B. D. Ambedkar Marg;
On or towards the West by:	Partly by Shraddha Romell & Partly by Amidhara;
On or towards the North by:	13.40 M wide D. P. Road and Dwell Inn Apartment; and
On or towards the South by:	13.40 M wide D. P. Road and empty plot (Adani Power Station)

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Common Areas and Facilities)

- A) Common Area and facilities of the Premise in relation to the Said Building.
1. The portion of the Plot on which the plinth of the Said Building shall be constructed and the common service lines such as electricity, water and drainage.
 2. Lobby of the said Building;
 3. Common area on 7th Floor including refuge area, Hi-tech Gym, Library, Club House, Society office and Terrace on the top of the said Building;
 4. Meter room, Staircase, Ducts, or any area open to sky of the said Building.
- B) The following facilities are located throughout the Said Building
1. Common Water tank located on the terrace of Said Building.
 2. Common Plumbing network throughout Said Building.
 3. Common Electric wiring network throughout Said Building.
 4. Necessary light, telephone and public water connections in Said Building.
 5. The foundations and main walls, columns, girders and beams of Said Building.
- C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the Premise of respective floor.
- D) A lobby which gives access to the stairway from the said Premise.

