

### **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE made at Mumbai this .....day .....of 2022  
(Two Thousand and Twenty two),

BETWEEN

**M/S. SHIDDHIVINAYAK DEVELOPERS**, a Partnership Firm, registered under the Indian Partnership Act, 1932, having office at A/18, Canara Business Centre, Laxmi Nagar, Ghatkopar (E), Mumbai -400 075, represented by its authorized Partner **1. MR. PRAVIN PANCHABAI PATEL**, aged about 40 yrs, **2. MR. AKSHAY VASANT MITHIYA**, aged about 27 yrs **3. MR. AKSHAY VERSHI DAMA**, aged about 27 yrs hereinafter referred to as the “PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its Partner their assigns), OF THE ONE PART.

**A N D**

----- having PAN **No.** ----- Aadhar No. ----- Mob.No.----- Email:- ----- Indians Inhabitant of Mumbai, having address at ----- hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the theirs executors and administrators of the last survivor of them and his/her/their /its permitted assigns, and in the case of a Company / Society its successors and permitted

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assigns, and in all cases all persons claiming by under or through such allottee including his/her/their/its successors –in-interest)” of the OTHER PART.

**WHEREAS:**

- (a) The Maharashtra Housing and Area Development Authority (MHADA), a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 was inter alia seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of Land admeasuring about 915.95 Square Meters or thereabouts from out land bearing Survey No 113, bearing CTS No. 356(A), Village-Hariyali, Taluka, along with structure standing thereon namely KANNAMWAR NAGAR SHRI RAMESHWAR, Building No. 48 situated at Kannamwar Nagar -1, Vikhroli (E) Mumbai – 400 083 (hereinafter referred to said Land).
- (b) The MHADA in pursuance of Scheme introduced by Government constructed residential Building No. 48 of Ground and Upper Floors consisting of total 40 Tenements under the Scheme for the Economically Weaker Section to be given on Hire Purchase basis, to the members of the public who shall apply and be selected under the scheme on said Land.
- (c) The tenements in the said building were allotted to individual allottees for Residential Accommodation on Hire Purchase Basis at Building No. 48, Kannamwar Nagar, Vikhroli (East) Mumbai and subsequently all the individual allottees formed themselves into a Co-operative Housing Society.
- (d) The members and/or occupants of the said tenements formed themselves into a Registered Co-operative Housing Society under Co-operative Societies Act, 1960 i.e. the SOCIETY herein namely **“Kannamwar Nagar SHRI RAMESHWAR Co.op Housing Society Ltd, Building No. 48, Kannamwar Nagar, Vikhroli (E), Mumbai-400 083.**
- (e) By an Indenture of Lease dated 6th May 1998, registered in the Sub Registrar Office and executed between Maharashtra Housing and Area Development Authority, therein called “the Authority or MHADA” of the one part and **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd** the SOCIETY therein of the other part the said MHADA demised unto the SOCIETY herein Leasehold rights in respect of Land admeasuring about

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915.95 Sq. Mt. bearing CTS No 356 (A), Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No. 48 known as **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd**, Kannamwar Nagar, Vikhroli (E), Mumbai 400083 on the terms and conditions mentioned therein, the said Document was duly registered with sub registrar Bandra, Under Sr. No. B.O.M.(WS)H.S.G.(O.H.)1791/85-86.

- (f) By an Sale Deed dated 6th May 1998 executed between Maharashtra Housing and Area Development Authority (MHADA) mentioned therein Vendors and **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd** therein mentioned as Society the said Society acquired right, title and interest in respect of Land admeasuring about 915.95 Sq. Mt. bearing CTS No 356 (A), Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No. 48 known as **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd**, Kannamwar Nagar, Vikhroli (E), Mumbai 400083 (hereinafter referred to said Land). the said Conveyance Deed has been registered at sub registrar office Bandra, Under Sr. No. BDR7/5012/2002.
- (g) The said Society, in its Extra Ordinary General Body Meeting held on 29<sup>th</sup> September 2019, all the members of the said Society have unanimously agreed and have given their consent to the said Society and assigning the development rights to the Developer vide resolution passed and have also authorized the Committee appointed to sign and execute various documents necessary for the proper development of the said Property.
- (h) By an Development Agreement dated 27/05/2021 executed between Kannamwar Nagar SHRI RAMESHWAR Co.op Housing Society Ltd therein mentioned as the Society/Owner and Smt. Pratiksha Panditravindra Yelve & 39 members therein mentioned as the Members of Society and **M/S. SHIDDHIVINAYAK DEVELOPERS**, therein mentioned as the Developer the said Society had granted development Rights to the Developer in respect to Land admeasuring about 915.95 Sq. Mt. bearing CTS No 356 (A), Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No. 48 known as **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd**, Kannamwar Nagar, Vikhroli (E), Mumbai 400083 ( hereinafter referred to said Property) more particularly described in **Schedule I** hereunder and the said Development Agreement dated

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27/05/2021 has been adjudicated under **File no ADJ/1100901/116/2020/K** registered at sub registrar office under **serial No KRL3-8731/2021 DATED 27.05.2021.**

- (i) The Society had also executed Power of Attorney dated 27/05/2021 in favour of **M/S. SHIDDHIVINAYAK DEVELOPERS.** and the said Power of Attorney dated 27/05/2021 has been registered at sub registrar office under serial no KRL3-8731/2021. DATED 27.05.2021
- (j) The Promoter/s have thereupon got development rights in respect of the said Property as 'Developer' thereof, and in the circumstances stated hereinabove the Promoters are absolute developers of the said property.
- (k) The Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects. The Promoter has also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.
- (l) The Promoter to construct new building after demolition of existing structure on the said property have got prepared the building plans from licensed architect and accordingly got approved the Plans for redevelopment from the MHADA under **I.O.A. bearing No. MH/EE/BP Cell/GM/MHADA-9/963/2021** dated **10<sup>th</sup> December 2021** and **Commencement Certificate** bearing **MH/EE/(BP)/GM/MHADA-9/963/2022/CC/1/New** and marked and annexed respectively for the construction of multi-stored building on the said property.
- (m) As per the said approved plans by the concerned authorities, the Promoters have proposed to construct residential cum commercial building to be known as **"OMKAAR SOLITAIRE"** building in **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd**, hereinafter referred to as the "SAID BUILDING, on the said property.
- (n) The Promoters pursuant to sanctions granted by the concerned authorities, are accordingly in process of constructing a multistoried building to be

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known as **“OMKAAR SOLITAIRE”** on the said property as described in the First Schedule hereunder written; The Promoters are well sufficiently entitled to the right to premises to be constructed in the said building to be known as **“OMKAAR SOLITAIRE”** and enter into Sale Agreement with various and diverse Allottees on such terms price as they think just and proper and to receive sale price in respect thereof. The Promoter are offering for sale premises in the proposed new building being constructed by them as aforesaid.

- (o) The Allottee herein approached to the Promoters and has expressed a desire to acquire purchase a commercial / residential premises in the said building presently under construction on the said property.
- (p) The Promoters herein have prior to commenting or agreeing upon any allotment of Shop/Flat premises in favour of the Allottee, explained their scheme of development, and also given inspection to the Allottee and the Allottee has referred by way of inspection of all the documents to title relating to the said property including of all the documents to title relating to the said property including 1) Copy of **Property Card** hereto annexed and marked as **ANNEXURE “A”**, 2) Copy of **Certificate on Title** to the said property issued by **MR. SUNIL S. VICHARE** Advocate dated **27/12/2021**, hereto annexed and marked as **ANNEXURE “B”**, and the right of Promoter to develop the said property granted under development agreement approved plans, designs and specifications including **IOA**, and **C.C.** issued by the MHADA and annexed hereto and **the copies of I.O.A.. and Commencement Certificate issued by MHADA is annexed** hereto annexed and marked as **ANNEXURE “C” & ANNEXURE “D”** respectively.
- (q) The Promoters further clarified that the said sanctioned building plans although approved by M.C.G.M./MHADA are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities. The Promoters reserves to amend revise and/or change the plans as may be required and this right of the Promoters are acknowledge and accepted by the Allottee. The Promoter has represented to the Allottee/s that this is a MHADA redevelopment project and there may be changes in the plans and the Allottee under this agreement is providing his/her consent of not raising any objection if there is any change in plans.

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- (r) The Promoters have informed the Allottee that in the event of their availing any benefit of the policy of the Corporation and the Government to construct more or utilize TDR or FSI and Incentive FSI and /or any other FSI in any other form, then they will be entitled to utilize the same and the building will be constructed by utilizing the potential of the property to its fullest extent without any obstruction, resistance or impediment on the part of the said Society in any manner whatsoever.
- (s) The Allottee/s has/have entered into this Agreement with full knowledge of all terms and condition contained in the documents, papers, plans, orders, schemes, amenities, etc. recited and referred to hereinabove and those contained herein;
- (t) On demand from the Allottee, the Promoters has given inspection to and made full and complete disclosures to the Allottee/s of all the documents of title relating to the said property, the plans, designs and specifications, sanctions, permissions, approvals obtained from planning authorities and prepared by the Promoter's Architect **Shri. RAZHAK INAMDAR** 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 there under ;
- (u) The Allottee/s has /have duly verified the title of the Owners to the said property and the rights of the Promoters to develop and construct the said buildings and after having satisfied himself/ herself and itself about the same have agreed to purchase the said unit and enter into the said Agreement from the Promoters as setout hereunder.
- (v) The Promoters has registered the Project under the provisions of the Real Estate (Regulation & redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai under project registration no. **P51800035022** copy of Rera Certificate hereto annexed and marked as **ANNEXURE "E"**.
- (w) Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat with the Allottee, being fact these presents and also to register the said Agreement under the Registration Act, 1908.

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- (x) In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by the and between the parties hereto are now desirous of recording the terms and conditions arrived between them for sale of Flat/Shop premises in favour of the Allottee as under.
- (y) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan.

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

1. The recitals contained above and the Annexure and schedules herein shall form an integral part of the operative clauses of these presents.
2. The Promoters shall construct or cause to be constructed the said building/s to be known as **“OMKAAR SOLITAIRE”** building (hereinafter referred to as the “said Building”) in accordance with the plan sanctioned and which may be sanctioned from time to time and the same have been inspected and approved by the Allottee/s that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.
3. The Promoter is constructing the proposed building known as “OMKAAR SOLITAIRE” of Ground floor shops, First Floor Commercial offices, and 2nd up to 23rd floor or more residential or more additional floors if permits by MHADA or if MHADA permits more additional FSI or by using, loading

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additional TDR which accommodate societies' existing 40 members/tenants on the said property in accordance with the plans, designs and specifications approved by the MCGM and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter, at its sole discretion, have considered necessary or as may be required by the MCGM /Government to be made in them or any of them.

4. The Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s is are aware that the Promoter shall be selling /allotting the units comprised as the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces in the building/s to be constructed on the said Property to various intending Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s.
5. All statements made in the recitals hereinabove shall form an integral part of this Agreement and the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s confirm/s and accord/s his/her/their irrevocable consent that the Developer/Promoter shall entitled to complete the building/s wherein the subject Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces is situated as permissible under Development Control Regulations, 1991. The Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s confirm/s that the Promoter have disclosed the said fact in advance to the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces and the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s has/have agreed to enter into this Agreement if the notice of the said fact and hereby accord irrevocable consent in that respect. In the event of the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s raising any dispute the Promoters shall be entitled to cancel this Agreement and refund the amounts paid by the Flat/Shop/Office Premises / Commercial Premises/Car Parking Spaces Allottee/s to the Developers/Promoters under this Agreement.
6. The Allottee have seen the building plans and also the particulars of the specifications, in accordance with which the proposed building is to being constructed. The Promoter shall be entitled, at its discretion, to make such changes in the building plans as the Developer / Promoter may from time to time determine or as may be required by the MCGM and other concerned authorities and the Allottee hereby agrees to the same. The Promoter shall not be required to take further permission of the Allottee for the same. This

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shall operate as an irrevocable consent in writing of the Allottee to the Promoter carrying out such changes in the building plans.

7. The Allottee have prior to the execution of this agreement satisfied themselves about the title of said society to the said property and the rights of the Promoter to develop the said Property and sell the Flats/Shop/Office Premises/Commercial Premises/Car Parking Spaces in the proposed building and the Allottee shall not be entitled to further investigate the title of the said Society/Developer/Promoter to the same or to it rights to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. A copy of the Title Certificate issued by Advocate Sunil S. Vichare is hereto annexed and marked Annexure "B". The Allottee shall purchase the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces hereinafter mentioned on the basis of the said certificate. The Promoter shall sell and the Allottee shall purchase from the Developer/Promoter the **Flat No. ----** Flat/Shop/Office Premises/Commercial Premises, **admeasuring --- sq.ft.** carpet area on the ---- **floor** of the proposed building to be known as "**OMKAAR SOLITAIRE**". The floor plan in respect of the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces is hereto annexed and marked Annexure "F".
8. The area of the said Flat having --- **Sq. Ft RERA carpet** area on --- **floor**. The common areas and facilities for the said Flat Premises is as per particulars given in the schedule hereunder written.
9. The Allottee agree to pay to the Promoter a sum of **Rs. ---/- (Rupees ----- only)** as the purchase price in respect of the said Flat in the building known as "**OMKAAR SOLITAIRE**" situated at **Building No. 48 Kannamwar Nagar, Vikhroli (E), Mumbai -400 083, C.T.S No. 356 (PT) Survey No. 113, Village Hariyali, Taluka – MSD.**, The purchase price is inclusive of the proportionate price of common areas and facilities appurtenant to the premises in the compound of the proposed building.
10. The Flat Allottee/s hereby agrees to pay to the Promoters the aforesaid consideration amount in the following manner.
  - (a) the payment and receipt whereof the Promoter hereby admit and acknowledge).
  - (b) The Allottee/s has paid/agreed to pay to the Promoter the Total Price in the following manner as per payment schedule as per the schedule:-

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(z) PARTICULARS	Schedule	Amount(Rs.) For Total Price	Amount(Rs.) For GST (5%)	Amount(Rs.) Inclusive of GST
On Booking	10%	----	----	----
On Execution of Agreement	20%	----	----	----
On Completion of Plinth	15%	----	----	----
On Completion of 1st Slab	2%	----	----	----
On Completion of 2nd Slab	2%	----	----	----
On Completion of 3rd Slab	2%	----	----	----
On Completion of 4th Slab	2%	----	----	----
On Completion of 5th Slab	1%	----	----	----
On Completion of 6th Slab	1%	----	----	----
On Completion of 7th Slab	1%	----	----	----
On Completion of 8th Slab	1%	----	----	----
On Completion of 9th Slab	1%	----	----	----
On Completion of 10th Slab	1%	----	----	----
On Completion of 11th Slab	1%	----	----	----
On Completion of 12th Slab	1%	----	----	----
On Completion of 13th Slab	1%	----	----	----
On Completion of 14th Slab	1%	----	----	----
On Completion of 15th Slab	1%	----	----	----
On Completion of 16th Slab	1%	----	----	----
On Completion of 17th Slab	1%	----	----	----
On Completion of 18th Slab	1%	----	----	----
On Completion of 19th Slab	1%	----	----	----
On Completion of 20th Slab	1%	----	----	----
On Completion of 21st Slab	1%	----	----	----
On Completion of 22nd Slab	1%	----	----	----
On Completion of 23rd Slab	1%	----	----	----
On Completion of Brick Works	3%	----	----	----
On Installation of Windows Frame,	2%	----	----	----
On Completion of Internal	3%	----	----	----

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Plaster				
On Completion of External Plaster	2%	----	----	----
On Completion of Plumbing	3%	----	----	----
On Completion of Electrical work	2%	----	----	----
On Completion Flooring	2%	----	----	----
On Completion Tiling Work	2%	----	----	----
On Completion of Internal painting	2%	----	----	----
On Completion of External painting	2%	----	----	----
On Possession	5%	----	----	----
TOTAL	100%	----	----	----
		----	----	----

(c) The Allottee/s agree that the amount payable on possession shall be payable by the Allottee/s before handover of possession of the Apartment or on receipt of Occupation/Completion Certificate, whichever is earlier.

Time for payment of the aforesaid amounts shall be the essence of the contract. In respect of the payment of each installment the Promoters will pass separate receipt and such receipt alone shall be treated as the evidence of such payment.

11. The Allottee shall, at the time of making payment of the last installment of the purchase price, pay the Promoter the following amounts:
- a) **Rs -----/-** (Rupees ----- only) Including GST towards Maintenance Charges, for 1 years.
  - b) **Rs.----- /-** (Rupees ----- only) Corpus fund to the society .
  - c) **Rs.----- /-** (Rupees ----- Only) towards Share Money.
12. The fixtures, fittings and common amenities to be provided by the Promoters in the said property, the said building and the said flat are those that are set out in part I and the statement of common area and facility is set out in part II in the list of amenities annexed hereto and marked.

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13. Without prejudice to the above and the Promoter's other rights under this Agreement and / or in law the Allottee/s shall be liable to pay to the Promoter interest at the rate of 18% per annum on all amounts due under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.
14. On the flat Allottee/s committing any default in payment on due date of any amount due and payable by flat Allottee/s to the Promoter under this Agreement (including his/her Proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Flat Allottee/s committing breach of any of the terms and conditions herein contained the promoters shall be entitled at their own option to terminate this Agreement.
15. Provided always that the power of termination herein before contained shall not be exercised by the Promoters/Developers unless and until the Promoters shall have given to the Flat Allottee/s fourteen days prior notice in writing of their 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 this Agreement and default shall have been made by the Flat Allottee/s in remedying such breach or breaches within a reasonable time after the giving of such notice. Provided further that upon termination of this agreement as aforesaid, the Promoters shall refund to the Flat Allottee/s the installments of sale price of the Flat which may till then have been paid by the Flat Allottee/s to the Promoters but the Promoter shall not be liable to pay to the Flat Allottee/s any interest on the amount so refunded and upon termination of this agreement, Promoters shall be at liberty to dispose off and sell the said Flat to such person/s and at such price as the Promoters may in their absolute discretion may deem fit.
16. The Promoter agrees to give possession of the said Flat to the Allottee on or before **31<sup>st</sup> day of December 2025** subject to the same being ready for use and occupation and provided all amounts due and payable by the Allottee under this agreement are paid to the Promoter. The Promoter shall not incur any liability whatsoever. If it is unable to deliver possession of the said Flat by the aforesaid date if the construction work is delayed by reason of unavailability of building materials, electric connections, water supply, or due to strike, civil commotion or any act of God such as earthquake, flood or any other natural calamities and act of enemy or any other cause beyond the control of the Promoter and in such event the Promoter shall be entitled to reasonable extension of time for delivery of possession of the said Flat.

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17. The Allottee shall have no claim save and except in respect of the said Flat agreed to be purchased by them. All open spaces, lobbies, terrace areas etc., will remain the property of the society as per terms of said Development Agreement and the Allottee shall be entitled to use the common areas along with other members of the society.
18. It is agreed that upon full payment having been made by the Allottee to the Promoter and the Occupation Certificate of the proposed building having been received and the Allottee having been offered possession of the said Flat, the Promoter shall sign, execute and deliver all necessary applications, papers and writings to be made to the Society for accepting and recognizing the Allottee as the members of the said society. It is also made clear and understood by the Allottee that till the full payment is made by the Allottee/s to the Promoter and the Occupation Certificate in respect of the proposed building, including the said Flat is obtained, the Allottee shall not be entitled to demand and / or require the Promoter to sign, execute and deliver to the Allottee the application and other writings for membership in the said society. The Allottee agree to become the members of the said society and sign and execute application form to become members of the said Society.
19. The Promoter do hereby agrees to sign and execute such other documents, writings and papers as may be required by the said Society to enable the said society to accept and recognize the Allottee as a member of the said society. If any transfer fee or any other charges are required to be paid to the said Society, the same is to be paid by the Allottee alone.
20. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Allottee in respect of the said flat agreed to be purchased by the Allottee, the Promoter shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off its rights, title or interest in the said Property or in the proposed building to be constructed by the Promoter in accordance with the said Development Agreement. Any mortgage or any other encumbrance created by the Promoter shall be cleared by the Promoter on its own prior to the Occupation Certification being obtained in respect of the said Building.
21. The Promoter shall be at liberty and are hereby permitted to make variations in the layout / elevation of the property and / or the building including relocating the open spaces / garden spaces as circumstances may require or at the sole discretion of the Promoter, as per terms of Development Agreement. The Society and Allottee expressly consent to such variation.

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22. The proposed building shall be constructed and completed in accordance with the plans and specifications as approved by the MCGM and consented by the said Society with such modifications thereto as may be made by the Promoter as herein above set out and if any defect in the building or materials used or any unauthorized change in the constructions is brought to the notice of the Promoter within a period of **1year from the date of the occupation** certificate, it shall wherever possible be rectified by the Promoter without further charge to the persons who have purchased premises in the proposed building.
23. The Allottee/s shall not use the said Flat for any purpose other than as residences. If the use of any car-park space/s is/are allotted to the Allottee, the same shall not be used for any purpose other than parking their motor vehicles.
24. The Promoter shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement have a first lien and charge on the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces agreed to be purchased by the Allottee.
25. Commencing from the date of the Promoter handing over the possession of the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces to the Allottee and so long as the Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces in the proposed building shall not be separately assessed for Municipal property taxes, water rents and outgoings, The Allottee/s shall abide by all bye-laws rules and regulations of the said Society, government. MCGM Electric Company and any other Authorities and local bodies and shall attend to, answer and be responsible for actions, violations of any of the conditions or rules, or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
26. The Allottee hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Promoter is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts on the respective due dates.
27. The Allottee hereby agree that in the event of any amount becoming payable by way of premium to the said Society municipality or to the State Government or any amount becoming payable by way of betterment charges or development taxes or service taxes or any other payment of a similar nature in respect of the said Property described in the First and Second Schedule

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hereunder written and / or the structure /s being constructed / to be constructed thereon, the same shall be reimbursed by the Allottee to the society / Promoter in the proportion in which the area of the said Flat shall bear to the total area of all the premises in the proposed building.

28. The Allotees shall pay to the Promoter various amounts mentioned inter alia in Clauses mentioned herein. The Promoter shall be entitled to utilize monies towards payment of Municipal Taxes and other out goings in the event of the Allottee making any default in the payment thereof regularly as agreed to herein by them and take appropriate steps for recovery of that amount from the Allottee as the Developers/Promoters may deem fit.
29. The Allottee shall not let sub-let, transfer, assign or part with the Allottee's interest or benefit factor of this Agreement or part with the possession of the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee have not been guilty of breach of or non-observance of any of the terms or conditions of this Agreement and until the Allottee have intimated the same in writing to the Promoter and have obtained the Promoter prior written consent.
30. The Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others at all reasonable times to enter upon their premises or any part thereof for the purpose of repairing any part of the building and /or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the proposed building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipers and electric wires and /or other similar purposes and also for the purpose of cutting off the water supply to the said Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces or any other premises in the building in respect whereof the Allottee or the occupiers of such other premises as the case may be shall have committed default in paying their share of water tax and / or other outgoings and the electric charges.
31. After the possession of the said Flat/shop/premises is handed over to the Allottee if any additions or alterations in or about or relating to the proposed building is required to be carried out by the Government, Municipality or any other statutory Authority, the same shall, be carried out by the Allottee of flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces in the building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

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32. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the proposed building or cause any increase premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building.
33. The Promoter shall utilize the said sum paid by the Allottee to the Promoter for meeting all legal costs, charges and expenses including professional costs of the Attorney at law / Advocates of the Promoter in connection with preparing and engrossing this Agreement. In case there shall be deficit in this regard, the Allottee shall forthwith, on demand, pay to the Promoter the proportionate share to make up such deficit. The said sums shall bear no interest.
34. The Allottee hereby agree that in the event of any amount by way of premium or security deposit or fire cess is paid to the corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Promoter the same shall be reimbursed by the Allottee to the Promoter in proportion to the carpet area of the said Flat agreed to be acquired by the Allottee and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee.
35. The Flat Allottee/s is aware that the Flat Allottee/s has/have to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment or credit of such sums to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Flat Allottee/s shall submit the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.
36. The Flat Allottee is aware that the Flat Allottee has have to make the 1% Metro cess on or before the time of execution and registration of agreement as applicable under Section 149B of the Maharashtra Municipal Corporations (Second Amendment) Act, 2015
37. Any delay or indulgence by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee shall not be considered as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

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38. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the proposed building of which the aforesaid Flat form part of and the Allottee shall have no right to require the endorsement thereof or any of them at any time.
39. The Allottee for themselves with intention to bring all persons into whomsoever hands the said Flat may come into possession, do hereby covenants and jointly covenants with the Promoter as follows:-
- To maintain the said Flat at Allottee' own cost in good tenantable repair and condition from the date of taking possession of the said flat and shall not do or suffered to be done anything in the said flat or to the proposed building, staircase or any passages which may be against the rules, regulations or by-laws of the concerned local or any other authority to change and / or make any addition / alternation so as to affect the proposed building.
  - No to store in the said Flat, any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the Proposed Building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircase, common passage or any other structure of the Proposed Building, including entrances of the Proposed Building and if in case any damage is caused to the Proposed Building on account of negligence or default of the Allottee in this behalf, then the Allottee shall be liable for the consequences of the breach;
  - To carry at his /her their own cost all internal repairs to the said flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer/ Promoter to the Allottee and shall not do or suffer to be done anything in or to the Proposed Building or the said flat which may be given against the rules and regulations and by-laws of the concerned, local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned local authority and / or their public authority;
  - No to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alternation of

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whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewage, drainage pipes in the flat and appurtenances thereto in good tenantable repair and condition, so as to support shelter and protect the other parts of the Proposed Building and shall not change or cause any other minor damage to columns, beams, walls, slabs or RCC, Pardis or other structural changes in the Flat without the prior written permission of the Promoter and / or the society.

- e. Not to do or permit to be done any act or things which may render void or voidable any insurance of the said property and the Proposed Building or any part thereof whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuses or permit the same to be throw from the said flat in the compound or any portion of the said property and the Proposed Building;
- g. To bear and pay, increase in local taxes, water charges, insurance, and such other levies, if any, also for improving infrastructures which are imposed by the concerned local authority, and / or Government and / or other public authority, on account of change of user of the flat by the Flat Allottee viz. User for any purpose of local authority.
- h. Not to let, sub-transfer, assign or part with their benefit factor of this Agreement or part with the possession of the Flat until all the dues which are payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee have not been guilty of breach of or non-observances of any of the terms and conditions of this agreement;
- i. To observe and perform all the rules and regulations of the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the flats therein and for the observances and performance of the building rules, regulations and by-laws for the same and of the concerned local authority and of Government and other Public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually from the

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date of receiving the possession of the flat, towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- j. To use the said Flat only for the purpose of residence.
  - k. The Developers/Promoters alone shall be entitled to utilize entire F.S.I./T.D.R. including fungible F.S.I. of the said property. The Promoter shall also be entitled to utilize the F.S.I. /T.D.R. of the plot more particularly described in the Schedule hereunder written in future including the balance F.S.I., the Additional F.S.I. available under D.C. Rules from time to time. The Flat Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damage including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above.
  - l. The Promoters alone shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub division plan and also the specification in respect thereof.
  - m. To execute, if any further or other writings, documents, consents etc. as required by the Developers / Promoter for carrying out the terms hereof and intentions of the parties hereto.
  - n. The Allottee/s shall not raise any objection on any ground as to the Promoter right reserved hereunder.
  - o. The Flat/Shop/Office Premises/Commercial Premises/Car Parking Spaces 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 Property and building/s or any part thereof to review and examine the state and condition thereof.
40. The aforesaid consent and agreement shall remain valid, continuous irrevocable subsisting and in full course even after the possession of the said flat is handed over to the flat Allottee and/or possession of the said building is handed over to the society of the Allottee of flat.
41. All costs, charges and expenses in connection this agreement and as contemplated by the provisions of the Maharashtra Ownership Flats Act, as well as the costs of preparation, engrossing, stamp duty in respect of such documents in respect of said Flat/Shop/Office Premises/Commercial

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Premises/Car Parking Spaces shall be borne and paid by the PROMOTER alone, however the registration charges applicable on this Agreement shall be borne and paid by the Allottee alone, The Allottee/s is also liable to pay the GST or any other charges, taxes, levies that may be payable in future on this Agreement for Sale due to any act, notifications, circulars that may be issued by the state or central government bodies and authorities. The proportionate shares, costs, charges and expenses payable by the Allottee shall be paid by them immediately on demand.

42. The Allottee shall lodge this agreement with the concerned the Sub – Registrar of Assurances at Mumbai and intimate to the Promoter the particulars of the number under which this agreement is lodged for registration. The Promoter or their substituted Constituted Attorney shall attend the office of the such Sub-Registrar and admit the execution of this Agreement.
43. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotions of Constructions, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.
44. The permanent Account Number of the Developers/Promoters and Allottee is as follows:
- (a) Developers/Promoters : AERFS0998G
- (b) Allottee/s : -----
45. The total Price above excludes taxes and so Allottee/s shall be liable to make the payment of the GST/Service Tax/VAT Tax, or such other taxes as may be applicable in respect of the said Flat and to these presents and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of same and other charges incidental thereof without holding the Promoters in any manner responsible for the same at the time of registration of these presents or thereafter. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes such as Sales Tax, VAT Tax Etc., the same shall be payable by the Allottee/s to the Promoters forthwith on demand and the Promoters shall not be responsible for the same. The Allottee/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law and further the Allottee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered

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and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee/s.

46. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order /rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
47. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clauses of this Agreement.
48. The Allottee authorizes the Promoter to adjust / appropriate all payments made by them/her under any heads 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.
49. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in Clauses above. Such installments shall be payable by the Allottee/s strictly within the period mentioned hereinabove without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee agrees and shall be liable to pay to the Promoter, interest as specified in the Rule i.e.

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12% p.a on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

50. If the Allottee/s in order to argument the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions/banks, etc. against the security of the said Flat then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions /bank's etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Flat to the Allottee/s. Further when such financial institution/bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/pay order/ Demand Draft, of the Loan amount or installment/s in the name of the Promoters only i.e. in favour of "M/S. SHIDDHIVINAYAK DEVELOPERS., and in the event such financial institution / bank, etc. issue cheque/pay order / Demand Draft of Loan or installment/s in any other name or account, then such financial institution/bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved or payment of purchase consideration and consequences for non-payment / default in payment shall be followed.
51. Without prejudice to the right of promoter to charge interest in terms of sub clauses above, on the Allottee/ committing three defaults in payment of amounts under these presents and / or installments including as mention in clauses and his/her proportionate share of taxes levied by concerned local authority and other outgoings, the Promoter shall at his own option, may terminate this agreement. Promoter shall inform the said termination and of the specific breach or breaches of terms and conditions in respect of which it is to terminate the Agreement in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/ or mail at the e-mail address provided by the Allottee. However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the installments of Sale consideration of the Flat, without Govt. taxes/duties which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages and 10% Forfeiture Amount or any other amount which may be payable to promoter subject to adjustment and recovery of liquidated damages on account of losses of

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whatsoever nature arising out of such termination or any other amount which may be payable to Promoter;

52. The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Flat and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allottee had seek loan from any financial institutions/banks etc. against the security of the said Flat after prior consent / approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc. from the amount standing to the Allottee/s credit subject to deductions mentioned above paid by him/her/them to the Promoters towards the consideration amount with the Promoters towards the said Flat and to that extent, so as to clear the mortgage debt.
53. The Allottee agrees with promoters that he/she/they shall not sell / dispose of the said Flat till the date of possession without written consent of the Promoter.
54. The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her under any head 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.
55. 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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Flat.
56. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time a schedule for completing the project and handing over the [Flat] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or both, as the case may be, Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the

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Agreement subject to the simultaneous completion of construction by the Promoter as provided in clauses herein above, ("Payment Plan").

57. The Cooperative Society of the said Building shall incorporate the name "KANNAMWAR NAGAR SHRI RAMESHWAR CHS LTD" in its name and that name will not be changed under any circumstances without obtaining written permission of the Promoters. Furthermore, the Allottee/s undertakes / undertake and declares /declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees / agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and/or Association and Federation for the reservation of name for the proposed Society or Association or Federation , as the case may be, shall adopt and accept the name as stated above for the said Society and/or Association or Federation. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the said Flat of the Allottee/s is/are situated. The said Building/s shall hereafter be permanently known as **"OMKAAR SOLITAIRE"**
58. The Fixtures, fittings and amenities to be provided by the Promoter in the said building and the Flat as are out in Fourth Schedule.
59. The Promoter shall give possession of the Flat to the Allottee/s on or before 31<sup>st</sup> day of December 2025, If the Promoter fails or neglects to give possession of the Flat to the Allottee/s 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/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clauses herein above 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 reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-
- (i) Non-availability of steel, cement, other building materials, water, electric supply, etc.
  - (ii) War, civil commotion or act of God;
  - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
  - (iv) Non-availability of steel, cement, other building material, water or electric supply.
  - (v) Any other reasons, beyond control of the Developer/Promoter.

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- (vi) Charges in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.
- (vii) Delay in grant of any NOC / permission/license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority;
- (viii) other force majeure conditions.
- (ix) Delay or default in payment of dues by the Allottee under these presents without prejudice to the right of the Promoter to terminate this agreement mentioned hereinabove).

60. **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 [Flat], to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession of the Allottee/s in writing within 30 days of receiving the occupancy certificate of the Project.

- a. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLAT:** - Upon receiving a written intimation from the Promoter as per above clause the Allottee shall take possession of the [ Flat] 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 [Flat] to the Allottee. In case the Allottee fails to take possession within the time provided in clause. Such Allottee shall continue to be liable to be liable to pay maintenance charges as applicable.
- b. If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect

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in the manner as provided under the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fees as may be determined by the Regulatory Authority, be referred for decision to adjudicating Officer appointed under section 72 of the Real Estate [Regulation and Development] Act 2016.

- c. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose or residence as per the norms and rules.
  
- d. The Promoters shall be entitled to sell the Flat and/or any other premises / spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required and the Allottee/s, subject to above, hereby gives / give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Flat and / or any other premises / spaces in the said Building/s for the purpose of using the same for purpose same is allotted and the Allottee/s shall be entitled to use the said Shop/Flat to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Flat and/or any other premises / spaced in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Flat without the prior written permission of the Promoters and the concerned local authorities.
  
- e. The Allottee along with other Allottee/(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and 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 registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposes 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, so as to enable the Promoter to register the common organization of Allottee. No Objection shall be taken by the Allottee 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 Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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- f. On the vesting of the management and the administration of the said Building/s in the Society or upon the Allottee/s of the Flat in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said building/s, including payment for ground rent, if any, Municipal Corporation of Greater Mumbai/MHADA, Water Charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.
- g. The Allottee/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allottee/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allottee/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allottee/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof.
- h. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat ) of outgoings in respect of the project land and Building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and

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maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee Shall pay to the promoter such proportionate share of outgoing as may determined. The Allottee further agrees that till the Allottee’s share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (hereinafter referred to as Maintenance charges) The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid by the promoter to the society or the limited company, as the case may be.

61. The promoters are authorized by the Allottee/s his their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declaration, costs of lawyers for transfer of the said Building/s and / or portion thereof, to the said Co-operative Society and/or Association or Federation and such costs of transfer are to be borne and paid wholly by the Allottee/s and other acquired of shops proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allottee/s and other acquired of Flat. In case if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee/s.

**62. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;** The Promoter hereby represents and warrants of the Allottee as follows;

I. The promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

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- II. The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- III. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- IV. There are no litigation pending before any court of law with respect to the project land or Project
- V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law, Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at the times, remain to be in compliance with all applicable laws in relation to the project, project land, Building/wing 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 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Allottee hereby agrees and confirm that not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s. The Promoters/Society shall be entitled to remove such things without any notice, if anything is found in breach of this provisions;

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- IX. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- X. At the time of execution of the conveyance deed of the structure to the association of allottees the promoter as mentioned herein above shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- XI. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;
- XII. No notice from the Governments or any other local body or authority or any legislative enactment, government ordinance order, notifications (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the title report.
63. The Allottee/s or himself/themselves with information to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:-
- I. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - II. Not to store in the Flat 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 Flat 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

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damage the staircase, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- III. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations any bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- IV. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parapet or other structural members in the Flat without the prior written permission of the promoter and/or the Society or the Limited Company.
- V. 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 Flat is situated or any part thereof or where by any increased premium shall become payable in respect of the insurance.
- VI. The Allottee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Promoter/Society to the said property, and redevelopment of the said Allottee/s more particularly described in the First Schedule here underwritten, and has/have accepted

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the Certificate of the Title issued by Sunil S. Vichare, which is annexed herewith and which has been perused by the Allottee/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter.

- VII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion land and the building in which the Flat is situated.
- VIII. Pay to the promoter within fifteen days of demand by the Promoter, his 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 Flat 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 user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- X. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- XI. The Allottee shall observe and perform all the rules and regulations which the society or the Limited Company or Apex Body or Federation any 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay

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and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

XII. Till a Conveyance or such other vesting document of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

65. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and expect in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terrace, recreation spaces, will remain the property of the promoter until the said structure of the building is transferred to the society /Limited Company or other body transferred to the Apex Body/Federation as here in before mentioned.

66. **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 an deliver to the promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified with 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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67. **Nominee:**

- (i) On the death of the Allottee, the nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

68. **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 agreement, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/building as the case may be.

69. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

70. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTE/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 [Flat], in case of a transfer, as the said obligations go along with [Flat] for all intents and purposes.

71. **SEVERABILITY :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as

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the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time execution of this Agreement.

**72.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat] to the total carpet area of all the [Flat] in the project.

**73.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 and same shall be subject to terms and conditions mentioned herein.

**74.PLACE TO EXECUTION:** 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 some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

**75.**The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**76.**That all notices to be served on the Allottee and the Promoter as contemplate by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

\_\_\_\_\_  
Name of Allottee: - ----- **AND** ----- having address at -----

Notified Email ID: -----

**M/S. SHIDDHIVINAYAK DEVELOPERS.**

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Having Administrative Office at A/18, Canara Business Centre, Laxmi Nagar, Ghatkopar (E), Mumbai -400 075.

- 77.It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.
- 78.**JOINT ALLOTTEES:** That in case there are Joint Allottees a communication 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.
- 79.**STAMP DUTY:** The charges towards stamp duty of this Agreement shall be borne by the Promoter.
80. **REGISTRATION:** The charges towards Registration of this Agreement shall be borne by the allottee.
- 81.**DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Acct, 2016, Rules and Regulations, there under.
- 82.**GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the competent courts of Mumbai Jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL the piece and parcel of Land admeasuring about 915.95 Sq. Mt. (932.57 Sq.mtrs as per demarcation) bearing CTS No 356 (A), Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No. 48 known as **Kannamwar Nagar SHRI RAMESHWAR Coop Housing Society Ltd**, Kannamwar Nagar, Vikhroli (E), Mumbai 400083

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT RESIDENTIAL /COMMERCIAL PREMISES** being Flat/Shop No. --- admeasuring, --- **BHK**, --- **Sq. ft i.e. --- Sq. ft.**, RERA Carpet area on the --- floor of the building, known as **“OMKAAR SOLITAIRE”** to be constructed on the property

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more particularly described in the First Schedule hereinabove,(without car Parking) and the said flat/shop premises is shown on sketch annexed hereto and marked **ANNEXURE “F”**

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Details of the common area facilities in the Real Estate Project)**

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

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

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

**TILING**

- Vitrified Flooring in Living Room
- Anti skid tiles in bathrooms
- Decorative chequered tiling in compound

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**KITCHEN**

- Granite Platform with Stainless steel sink
- Vitrified Flooring in Kitchen
- Decorative dado tiling

**TOILET**

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

**DOORS & WINDOWS**

- Stylish doors in every room with elegant handles & locks
- Sliding windows

**WALLS & PAINTS**

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls
- External Acrylic Paint

**ELECTRIFICATION**

- Provision for Telephone, TV & Internet Connection in all rooms
- Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

**SECURITY**

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

**SIGNED SEALED AND DELIVERED** )  
the within named **‘THE PROMOTERS’** )  
**M/S. SHIDDHIVINAYAK DEVELOPERS.** )  
Through its Partner )

**1. MR. PRAVIN PANCHABAI PATEL,**

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2. MR. AKSHAY VASANT MITHIYA, )

3. MR. AKSHAY VERSHI DAMA )

In presence of ..... )

1.

2.

SIGNED SEALED AND DELIVERED )

by the within named 'THE ALLOTTEE' )

-----, )

----- )

MR. ----- )

Mrs. .... )

In presence of .....

1.

2.

Housiey.com



**RECEIPT**

ACKNOWLEDGED to have received heretofore of and from the withinnamed Allottee/s a sum of **Rs ----- /- (Rupees ----- Only)** Being the advance payment or deposit paid by the Allottee/s to the Promoter.

No	Cheque No. /NEFT	Cheque Date	Bank Name and Branch	Amount in Rs.
1.				
2.				
3.				
			<b>TOTAL</b>	<b>----- /-</b>

**I/WE SAY RECEIVED  
FOR. M/S. SHIDDHIVINAYAK DEVELOPERS.**

**PARTNER  
WITNESSESS:**

- 1.**
- 2.**

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**Declaration**

We ----- , ----- presently residing at ----- do hereby confirm and submit as follows:-

1. We have booked a Flat No.---, area admeasuring about --- Sq. Ft., on the --- floor at Building No. 48 Kannamwar Nagar Shri Rameshwar Co-op Hsg.Soc., Vikhroli (E), Mumbai -400 083.
2. The total consideration amount of the said Flat is **Rs.---/(Rupees ----- only )** and GST of **Rs. ---- /- (Rupees ----- Only).**
3. Advance/ part payment in respect of the said Flat so for paid by us to the developer is **Rs. ----- /- (Rupees ----- ).**
4. Balance payment due is **Rs. ----- /-(Rupees ----- Only)**and the same will be paid on or before possession of the flat.
5. We are aware that this affidavit will be attached to Sale Agreement before registration.  
Solemnly affirmed at Mumbai.

This <sup>th</sup>day of -----

-----

-----

Housiey.com

**Deponents**

=====

DATED THIS .....DAY OF

=====

**FLAT NO: 1002**

**B E T W E E N:**  
**M/S SHIDDHIVINAYAK DEVELOPERS.**

**... PROMOTER**

**A N D:**

-----

**... ALLOTTEE**

**Phone :**

Res :

Off :

**AGREEMENT FOR SALE**