Pafilia Spaces LLP.
Builders & Developers
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001, GROUND FLOOR, NAV-SHRAMADHAM,
SAHAYOG MANDIR ROAD, NAUPADA,
THANE (W). PIN CODE- 400602

Date: 23-02-2024

To,
MahaRera authority
Mumbai

Sub:- Pertaining to draft general sales agreement as submitted for project bearing name Sunita Heights situated at Thane West

Sir,

This is to state that the draft as provided for the General Agreement for Sale for project bearing name Sunita Heights is substantially in accordance to the general format as provided and that the deviated clauses from the clauses as mentioned in the general format are as hereunder:-

Clause No.	Model Agreement Clause	Sales Agreement Clause Deviation
Unnumbered Clause in Model Agreement Clause (p) in Agreement	AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;	AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance to the recitals hereabove and hereunder.
Unnumbere	AND WHEREAS the	AND WHEREAS the

d Clause in Model Agreement Clause (r) in Agreement	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; AND WHEREAS the Promoter has appointed a structural Engineer 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.	Promoters have appointed M/S Saakaar (through Mr. Sandeep Prabhu) as an Architect and Epicon as Structural Engineer for the preparation of the structural design and drawing of the building and the Promoters have accepted the professional supervision of the said Architects and Structural Engineers in the completion of the building;
Unnumbere	AND WHEREAS by	AND WHEREAS by a

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d Clause in Model Agreement Clause (m) and (n) in Agreement	virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments 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;	Development Agreement dated 07/12/2022 ("the said Development Agreement") duly registered with the Sub-Registrar of Assurance Thane - 2, bearing document number TNN-2-26905-2022, the Owner granted Development Rights with respect to the said property in favour of the Promoters on the terms and conditions more particularly mentioned therein. The Promoters are hence entitled to develop the said property in accordance to the terms and conditions of the said Development Agreement. The Promoters are thus entitled to the sale of the remaining apartments in the new building constructed on the said property. The Promoter has provided to the Allottee inspection of the said Development Agreement.

		AND WHEREAS the Owner also executed an Irrevocable Power of Attorney duly registered with the Sub-Registrar of Assurance at Thane-2 bearing document number TNN-2-26906-2022, the Owner granted powers in favour of the Promoters to do all acts necessary to cause development of the said property and also to cause sale of Apartments in the new building out of the share that is allotted to the Promoters vide the said Development Agreement.
Clause 1(e) of the Draft agreement Clause 1b xvi d	The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent	The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and /or

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	authority and /or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification /order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification /order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have

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		not been agreed upon herein or as shown in the website of the registered authority
4.1 Clause of Draft Sales Agreement	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the	If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest being State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest being State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Allottee to the Promoter

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	terms of this Agreement from the date the said amount is 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.
1(d) Clause of Draft Sales Agreement	The Total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment	The Total Consideration Price above does not include Registration Fees, Taxes which consists of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment. The said charges shall be borne by the Allottee and that the same shall be paid to the Promoters.The Allottee herein agrees that he shall bear the Stamp Duty Charges that amount to Rs. _____ It

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		is agreed that the Allottee shall pay Registration Charges amounting to _____ and that the same are not included in the abovementioned consideration amount.
1(f) Clause of Draft Sales Agreement	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	Payment of any instalments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee.
1(g) Clause	The Promoter shall	The Promoter shall confirm

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of Draft Sales Agreement	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 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 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	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 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 forty-five days with annual interest at the rate being State Bank of India highest Marginal Cost of Lending Rate plus two percent, 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

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	increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount 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 meter as agreed in Clause 1(a) of this Agreement.	Promoter shall demand additional amount 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 meter as agreed in accordance to this Agreement

Yours faithfully

Shardul Shivajirao Pawar
Partner

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