AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at THANE on this …… day of ……., 2024 **BETWEEN**

REAL HOMES DEVELOPERS (PAN – ABFFR0204H and GST Registration No.27ABFFR0204H1ZK), a Partnership Firm duly constituted and registered under the provisions of Indian Partnership Act, 1932, having its registered office and a principal place of business at – 311, 3rd Floor, Omega Business Park, Road No.33, Wagle Estate, Thane (W) – 400604, through its Partner viz. 1) **SHRI. YADNESH EKNATH BHOIR**, Age - 31 years, PAN No. AWMPB8627J, 2) **SHRI. PARESH DEODAS CHALKE**, Age - 50 years, PAN No. AAKPC5278Q, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said Firm, the survivor/s of them, their heirs, executors, administrators of the last surviving partner and their assignees etc.) of the **FIRST PART**;

AND

1) …….. (PAN – ……..), Age – …… Years, Occupation - ……., 2) ……. (PAN – ……..), Age – …… Years, Occupation - ……, R/at - ……., hereinafter referred to as the "**PURCHASER/S / ALLOTTEE/S**" (which expression shall unless it be otherwise repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators & assigns) of the **SECOND PART;**

AND

SOLANKI CO-OPERATIVE HOUSING SOCIETY LTD. (PAN – AAFAS1196K), a Co-operative Housing Society Limited, formed and registered under the

provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. TNA/(TNA)/HSG/(TC)/2001/1987-88 on 02/06/1988, having its registered office at – Flat No.106/102, Umed Nagar, Louiswadi, Thane (W)-400604, through its Office Bearers and Authorized Signatories viz. -

(1) SHRI. VILAS KHANDZODE (CHAIRMAN),

Age - 69 years, PAN – AMLPK0347F,

(2) SHRI. ANANT VISHNU MARATHE (SECRETARY),

Age - 68 years, PAN – ABXPM5260E,

(3) SHRI. SACHIN B. SAWANT (TREASURER),

Age - 49 years, PAN – BUEPS4281C,

hereinafter referred to as the **"OWNER / SOCIETY / CNFIRMING PARTY"** (which expression shall unless it be otherwise repugnant to the context or meaning thereof be deemed to mean and include its office bearers and successors) of the **THIRD PART.**

<u>WHEREAS</u> :-

1) The Confirming Party viz. Solanki Co-operative Housing Society Ltd. (**hereinafter referred to as the "Said Society"**), a Co-operative Housing Society Limited, formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. TNA/(TNA)/HSG/(TC)/2001/1987-88 on 02/06/1988, is the absolute owner and / or otherwise well and sufficiently seized and possessed of and/or otherwise sufficiently entitled to all that piece and parcel of land bearing **Final Plot No.112, Town Planning Scheme No.1, adm. 1397 sq. mtrs.,** (hereinafter referred to as **'the said Land'**) and a building standing thereon comprising of **Ground plus Three Upper Floors** known as "**Solanki Co-operative Housing Society Ltd.**" (herein after referred to as '**the said Building**') situate, lying and being at – Umed Nagar, Louiswadi, Thane (W)-400604, **Village – Panchpakhadi, Taluka and District – Thane**, Registration Sub-District of Thane and within the limits of the Thane Municipal Corporation and more particularly described in the

First Schedule hereunder written (hereinafter the said Land and Building are jointly referred to as "**the said Property**"). A copy of Property Register Card is annexed hereto and marked as **Annexure A.**

2) The Society/Confirming Party is absolute and exclusive holder and owner of the said property without any encumbrances and/or charges of any other persons thereupon and of any other nature. Save and except its existing members, there are no other persons who can claim or have any claim, charge, encumbrance and/or rights, titles or interests upon the said property and/or upon any of the premises situate therein, of any whatsoever nature.

3) The aforesaid building of the Society have outlived its life and beyond repairs and maintenance. Under the circumstances, the Owner Society and its members have decided to re-develop the said property by demolishing the existing building standing on the said property and to construct a new building on the said plot of land after obtaining necessary permissions from the Thane Municipal Corporation.

4) After following the re-development procedure, the Owner Society alongwith its members have granted development rights in respect of the aforesaid property to and in favour of the Promoter herein viz. Real Homes Developers by virtue of Development Agreement dated 19/10/2023 as per the terms and conditions set out thereunder. The said Agreement is duly stamped and registered with the Sub-Registrar of Assurances at Thane, vide Sr. No. TNN12-14846-2023 on 19/10/2023. A copy of Index-II of the said Development Agreement is annexed hereto and marked as **Annexure B.**

5) The Owner Society has also executed a Power of Attorney dated 19/10/2023 in pursuance of the aforesaid Development Agreement in favour of the Promoter herein and empowered the Promoter to carry out

all the necessary development activities and to do all acts, deeds, things in respect of development of the aforesaid property. The said Power of Attorney is also duly registered before the Sub-Registrar of Assurances, Thane, vide Sr. No. TNN12-14847-2023, dtd. 19/10/2023.

6) The Promoter in consultation with the Owner Society have prepared through their Architect, the plans for development thereof and other incidental permissions required in connection with the same and have submitted the same to the Thane Municipal Corporation for their approval. The Promoter has entered into a standard Agreement with the said Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

7) Accordingly, the Thane Municipal Corporation has approved the plan of the proposed new building to be constructed thereon & granted Permission / Commencement Certificate vide Permit No. TMC/B/2024/APL/00983, dtd.06/03/2024 and Building Permit No.230132 consisting of Ground Floor to 10th Floor. A copy of the said commencement certificate is annexed hereto & marked as `**Annexure C'**.

8) Pursuant to the above said development rights and on approval of necessary plan and permissions from the Thane Municipal Corporation, the promoter initiated development activities on the said property.

9) In view of the aforesaid, the Promoter is entitled to commence, carry out the construction work on the above referred property, which is more particularly described in the First Schedule hereunder written.

10) Under the said Development Agreement signed by & between the Owner Society, Existing Members and the Promoter, the Promoter is entitled to sell the balance potential of the permissible built up area available with them after allotment of flats to the existing society members.

11) Under the circumstances, the Promoter herein alone have the sole and exclusive rights to allot the flats and premises on ownership basis in the building to be constructed by the Promoter on the Said Property and to enter into Agreement/s with the Allottee/s and to receive the sale price or consideration in respect thereof and upon such disposal of the flats and after receiving the entire sale price/consideration, to admit the Allottee/s as bonafide member of the said Society.

12) The Developer has got the approval of plan from Thane Municipal Corporation for FSI available as on date. In order to take benefits of all such FSI / TDR potentiality on the said property, the Promoter may from time to time submit revised plans for seeking further revised approvals from Thane Municipal Corporation. In the course of such revised approvals, the Promoter is likely to get permission for making additions and/or alterations in the proposed new building under said approved plan.

13) While Sanctioning the said plan, the Thane Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Land and the building and only upon due observance and performance of which the Occupancy Certificate in respect of the said building shall be granted by the Thane Municipal Corporation.

14) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said Act) with the Real Estate Regulatory Authority at Thane under RERA Registration No …….……..; The copy of the Registration Certificate is annexed hereto and marked as **Annexure D**'.

15) 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.

16) Being aware of the intention of the Promoter to reconstruct the said property, the Allottee/s approached the Promoter for purchasing the residential premises in the proposed new building to be constructed thereon.

17) The Allottee/s has/have demanded from the Promoter and they have given inspection to the Allottee/s of all the documents of title relating to the said project, layout plan, designs and specifications, orders and permissions etc. and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

18) The Allottee/s hereby declare/s that before execution of these presents, the Promoter have made full and true disclosure of the title of the said property and have also given inspection to the Allottee/s, the plan/s, permission/s, sanctions, approvals, designs and specifications granted by the Thane Municipal Corporation and the Allottee/s hereby undertake/s that, he/she/they shall not further investigate the title or raise any requisition or objection whatsoever with regard to the title of the Promoter in respect of the said property.

19) After satisfying about the title of the Promoter in respect of the said property, the Allottee/s has/have applied to the Promoter for allotment of the flat on ownership basis and after various negotiations and meetings, the Promoter has agreed to allot to the Allottee/s a residential premises being **Flat / Shop No. ……., admeasuring ……. sq. ft. RERA carpet area alongwith enclosed balcony admeasuring …….. sq. ft. carpet area on ……. Floor along with Stack/Mechanized/Puzzle/Stilt/ Podium Parking Space No.**

…… in the proposed new building known as Solanki Co-op. Hsg. Soc. Ltd. ("**said New Building**") to be constructed on the said plot of land and more particularly described in the second schedule hereunder written. For the sake of brevity hereinafter referred to as the "**Said Apartment/Premises**". The copy of the floor plan of the said flat is annexed hereto and marked as '**Annexure E**'.

20) The carpet area of the said Apartment is …… square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

21) After several meetings by and between the parties and relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the said Development Agreement and all the applicable laws, the Parties hereto are executing this Agreement on terms and conditions appearing hereinafter.

22) The Owner Society has accorded their consent for sale of the aforesaid flat / shop by executing this Agreement.

23) Under Section 13 of the RERA the Developer is required to execute an Agreement for Sale of the said flat / shop with the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

24) In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter

hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said apartment and said parking space.

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

1) The Promoter shall carry out the construction of the proposed new building consisting of Ground Floor to 10th Floor on the said plot of land, strictly as per plan/s sanctioned and permission/s granted by the Thane Municipal Corporation vide Permit No. TMC/B/2024/APL/00983, dtd.06/03/2024 and Building Permit No.230132.

   Provided that, before making any changes or modifications in the aforesaid approved plan of the proposed building, the Promoter shall take prior consent in writing of the Allottee/s.

2) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a residential premises being **Flat / Shop No. ……., admeasuring ……. sq. ft. RERA carpet area alongwith enclosed balcony admeasuring …….. sq. ft. carpet area on ……. Floor along with Stack/Mechanized/ Puzzle/Stilt/Podium Parking Space No. …… in the proposed new building known as Solanki Co-op. Hsg. Soc. Ltd** as shown in the floor plan thereof surrounded by red color boundary line, hereto annexed and marked **ANNEXURE '……'** for the **consideration of Rs. _____/- (Rupees _____ only)** including the proportionate price of the common areas and facilities appurtenant to the premises.

3) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs……./- (Rupees …… only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of

Rs ..... (Rupees ……..… only) in the following manner :-

i) Amount of Rs……./- (Rupees …… only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii) Amount of Rs……./- (Rupees …… only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the proposed new building.

iii) Amount of Rs……./- (Rupees …… only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Amount of Rs……./- (Rupees …… only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Amount of Rs……./- (Rupees …… only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

vi) Amount of Rs……./- (Rupees …… only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.

vii) Amount of Rs……./- (Rupees …… only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii) Balance Amount of Rs……../- (Rupees …… only) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate / completion certificate.

4) It is now mandatory for the Allottee/s to deduct an amount equivalent to 1% of the consideration as and by way of Tax Deducted At Source (TDS) and to deposit the same for and on behalf of the Promoter with the concerned Income Tax Department. The Allottee/s shall handover the TDS certificate/s to the Promoter, to enable the Promoter to claim appropriate deductions in their tax liabilities.

5) The total price/consideration is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction / development of said project upon Said Property by the Promoter. Irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment.

6) The Total Price/consideration 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/s 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/s, which

shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they shall not be entitled to the possession of the said apartment.

7) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s 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/s by the Promoter.

8) 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 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 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 3 of this Agreement.

9) The Allottee/s authorizes the Promoter to adjust/appropriate all payments by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to

object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.

10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 4 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address …….. Alongwith the said demand letter the Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. The said certificate shall be conclusive proof about completion of such stage. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 8 (eight) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 8 (eight) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRera Rules on all delayed payments.

11) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Apartment.

12) Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove (Payment Plan).

13) The Promoter hereby declare that the Floor Space Index in respect of the project available as on date is as per present UDCPR and the Promoter have planned to utilize the total Floor Space Index by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR or based on expectation of increased FSI which may be available in future on modification to UDCPR, which are applicable to the said Project. The Promoter have agreed to allot the said premises based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

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

15) Without prejudice to the right of the Promoter to charge interest in terms of clause 15 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and / or mail at the email address provided by the Allottee/s of his/her/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 the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

16) The Promoter shall deduct the amount towards the liquidated damages and the liquidated damages shall include a) Rs……../- of the amount of total consideration value, b) interest on any over dues payment, c) administrative charges as per Promoter's policy, d) all taxes paid by the Promoter to all authorities in respect of allotment of said apartment to the Allottee/s, e) amount of stamp duty and registration charges which shall be payable on the deed of cancellation of this agreement. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above, the balance amount, if any, shall be refunded to the Allottee/s in the manner stated hereinabove and simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement. Further, upon such cancellation, the Allottee/s shall not have any right,

title and/or interest in the Apartment and/or parking and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

17) The Parties hereby agree that, if the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause 16 and 17 above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

18) The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in **ANNEXURE '……..'** annexed hereto.

19) The Promoter shall give possession of the apartment to the Allottee/s on or before **……..**. If the Promoter fail or neglect to give possession of the apartment to the Allottee/s on account of reasons beyond his control and of their 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 Apartment with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest

thereon is repaid, subject to Allottee/s simultaneously executing registered cancellation agreement, inter-alia, cancelling this agreement.
Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of –

a) War, civil commotion or act of God, epidemic, pandemic.
b) Any Force Majeure event.

20) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment, if any, accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.

21) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges of the said apartment, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

22) Upon receiving a written intimation from the Promoter as per clause 21, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided hereinabove, such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

23) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. The parties further agree that, in case of accruing of any defect in said fixtures, goods or services, the Allottee/s shall be required to firstly contact the service provider and to get rectified the defects from them under guarantees and warrantees. The promoter shall not be liable to rectify the defects, if such defects occur due to any acts of Allottee/s result into causing of damage to the said apartment and/or its amenities services, structural stability etc.

24) The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residential and as may be permissible as per the said sanctioned plan. Allottee/s shall use parking space only for purpose of keeping or parking his/her/their owned vehicle.

25) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that, the said premises is ready for use and occupation and thereafter on 5th day of every month, the PURCHASER/S shall be liable

to bear and pay to the Promoter / Society towards maintenance charges and other outgoings as determined by the Promoter / Society, water charges, property tax, N.A. Tax, common lights, sanitations, contribution towards common repairs to the building in its common area, access road, salaries of clerks, bill collector, chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property including the buildings and the amenities therein. The Allottee/s shall not withhold the said payment for any reason whatsoever.

26) The Allottee/s shall on or before delivery of possession of the said apartment pay to the Promoter, the following amounts :-

a) Rs……../- (Rupees ……. Only) for Legal Charges i.e. for preparation of Agreement.

b) Rs……../- (Rupees ……. Only) for M.S.E.B. & S.L.C. Meter deposit and meter installation charges.

c) Rs……/-per sq. ft. carpet for maintenance of common area for 6 months.

d) Rs……../- (Rupees ……. Only) for advance property tax payable to the corporation.

e) Rs……../- (Rupees ……. Only) Water connection charges and deposits.

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

27) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-**

a) The Promoter has clear and marketable title to undertake redevelopment of said land; subject to what has been stated hereinabove and/or in the title certificate, the Promoter has requisite

rights to carry out development upon the Said land and also have actual, legal and physical possession of the said project in terms of what has been stated in the said development agreement.

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain as and when required under law further requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the Said land or the Project except those disclosed in the title report.

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

e) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said apartment and/or said concerned parking space, may prejudicially be affected;

f) The Promoter has not entered into any agreement for sale and/or Sub-development agreement or any other agreement/arrangement with any person or party with respect to the Said Land and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;

g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

h) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, which it has agreed to pay under the said development agreement till handing over possession of said Apartment to Allottee/s.

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

28) The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

a) To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the previous written consent of the local authorities, if required.

b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situate or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment

is situate, including entrances of the building in which the Apartment is situate and in case any damage is caused to the building in which the Apartment is situate or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was/shall be delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situate or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situate and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which

the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

g) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situate and or in respect of said apartment.

h) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.

i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

j) The Allottee/s shall observe and perform all the rules and regulations which the Society/Confirming Party may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and

the Apartments therein and/or for any other reasons and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/confirming party regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Not to relocate brick walls onto any location which does not have a beam to support the brick wall.

l) Not to change the location of the plumbing or electrical lines (expect internal extensions).

m) Not to change the location of the wet/waterproofed areas.

n) Not to fix the grills on the windows or balconies of the said Premises, otherwise than of the design and specifications given by the Promoter.

o) Not to make any changes or alterations in the elevation or exterior of the buildings in which the said premises is situated.

p) Not to use any projection, chhajjas or any part of the said Premises as flower beds/decks and shall also not keep any flowerpots therein or do any act, which shall spoil the colour scheme, exterior or elevation of the building in which the said Premises is situated.

q) Not to use or cause to be used the said Premises or any part thereof for any unlawful, illegal, immoral activities and / or for any other activities which has been prohibited under any Law, Rules,

Regulations, Bye-laws etc. of the Government, Local Authority, Public Authority, Municipal Corporation, etc.

r) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.

s) In case of acquisition or requisition of the Said Land and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

t) Upon and after handover of the management of the Building to the Society/confirming party, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

u) To become member of the society/Confirming party in terms of agreed provisions in this regard contemplated in said development agreement executed by & between Promoter & society/confirming party herein which development agreement is read and understood by Allottee/s and Allottee/s shall not commit any default or shall not act in any manner which would be against the expressed provisions of relevant clauses of said development agreement.

v) After receiving possession of the said apartment from the Promoter, the Allottee/s shall make necessary application to the society/confirming party for becoming member of the society/confirming party. For becoming the member of the

society/confirming party the Allottee/s shall fill in necessary forms, applications and/or such other documents required by the society/Confirming Party. Similarly the Allottee/s shall pay necessary membership fees, entrance fees and share capital amount and/or such other usual charges as per the bye laws and rules of the Societies Act.

29) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the other Apartment or of the Said land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terraces recreation spaces, internal road etc. will remain the property of the society/confirming party.

31) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** :- After execution of this agreement they shall not mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoter by itself then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s, who has taken or agreed to take such apartment.

32) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing an acquiring the said apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the

charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the Promoter against all loses, injures or damages that may be caused to the Promoter due to non payment/repayment of the said financial assistance/home loan.

33) It is specifically agreed upon by all parties that society/confirming party shall not admit Allottee/s as its members unless and until all purchase price and/or all other amount payable by Allottee/s in this agreement are fully and completely paid by the Allottee/s to the Promoter. After making payment of all amounts Promoter shall issue request letter to the society/Confirming Party, inter-alia, requesting it to admit the Allottee/s as its member. The Allottee/s then shall submit requisite membership form and other documents to society/confirming party and pay all usual charges as provided under byelaws to society/Confirming Party and then Allottee/s shall be made member of society/confirming party subject to provisions of law.

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

35) **ENTIRE AGREEMENT** :- This Agreement, along with its schedules, annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

36) **RIGHT TO AMEND** :- This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of the parties and not otherwise.

37) **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S :-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

38) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed there under then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-** Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in the proportion of the carpet area of the Apartment.

40) **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..

41) **<u>PLACE OF EXECUTION</u> :-** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office as mentioned in the title clause. The Allottee/s 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. But all expenses towards stamp duty, registration, GST, taxes, MVAT, Service Tax and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottee/s.

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

Name of Allottee/s :

1) ……..

2) ……..

Address :- ……..

……

Email ID - …….

Name of Promoter :-

REAL HOMES DEVELOPERS,

having its registered office and a principal place of business at – 311, 3rd Floor, Omega Business Park, Road No.33, Wagle Estate, Thane (W) – 400604.

Email ID - <u>……</u>

It shall be the duty of the Allottee/s 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/s, as the case may be.

43) **JOINT ALLOTTEE/S :-** That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

44) **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty, registration fee and other incidental charges of this Agreement shall be borne by Allottee/s.

45) **DISPUTE RESOLUTION :-** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of Real Estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

46) **GOVERNING LAW :-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane Courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE :-

ALL THAT PIECE AND PARCEL OF NON-AGRICULTURAL LAND bearing **Final Plot No.112, Town Planning Scheme No.1, adm. 1397 sq. mtrs.,** and a building standing thereon comprising of **Ground plus Three Upper Floors** known as "**Solanki Co-operative Housing Society Ltd.**", situate, lying and being at – Umed Nagar, Louiswadi, Thane (W)-400604, **Village – Panchpakhadi, Taluka and District – Thane**, Registration Sub-District of Thane and within the limits of the Thane Municipal Corporation.

SECOND SCHEDULE :-

A Residential Premises being **Flat / Apartment /Shop No……**, **admeasuring ……. sq. ft. (Carpet) area** equivalent to **……. sq. ft. RERA Carpet area on ……. floor alongwith One Stack/Mechanized/Puzzle/Stilt/Podium Parking Space** in the proposed new building known as **Solanki Co-op. Hsg. Soc. Ltd**. more particularly described in the First Schedule hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by)
the within named "**PROMOTER**")
REAL HOMES DEVELOPERS)
through its Partner viz.)

1) SHRI. YADNESH EKNATH BHOIR)

2) SHRI. PARESH DEODAS CHALKE)

In the presence of……..)

1.)

2.)

SIGNED AND DELIVERED BY THE)
WITHINNAMED – **ALLOTTEE/S**)

1) ……..)

2) ……..)

In the presence of… …)

1.)

2.)

SIGNED, SEALED AND DELIVERED by)
the within named "**SOCIETY**")
SOLANKI CO-OPERATIVE HOUSING)
SOCIETY LIMITED,)
Represented through its office bearers)

(1) **SHRI. VILAS KHANDZODE**)
(Chairman)

(2) **SHRI. ANANT VISHNU MARATHE**)
(Secretary)

(3) **SHRI. SACHIN B. SAWANT**)
(Treasurer)

In the presence of……)
1.)

2.)