

AGREEMENT FOR SALE

THIS AGREEMENT made at Thane this _____ day of _____ in the year _____.

BY AND BETWEEN

M/S. AARTI ESTATES, PAN _____, a partnership firm registered under the provisions of Indian Partnership Act 1932, having its registered office at: 8, Mahajan apartment, Veer Savarkar Marg, Naupada, Thane (w) – 400 602, through Partners **i) Mr. Mukesh P. Dedhia and ii) Mr. Manish Dhiraj Dedhia**, hereinafter referred to as the **“PROMOTERS/DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the Partners for the time being and their respective heirs, successors in title, executors and assigns) **OF THE ONE PART;**

AND

1)Mr./Ms./Mrs. _____
Official Email.ID _____
R/O _____
_____ having
Income tax PAN _____

JOINTLY WITH*

2)Mr./Ms./Mrs. _____
R/O _____
_____ having
Income tax PAN _____

OR

(FOR HUF)

_____ HUF through
karta and authorised signatory Mr. _____,
Official e-mail ID of karta of

HUF _____ Address _____
 _____ having
 Income tax PAN _____

OR

(FOR FIRMS)

M/s. _____ a Partnership
 Firm duly registered and having its office at

 _____ through its
 Authorised Signatory and Partner Mr./ Ms./ Mrs.
 _____, Official e-mail ID of the
 Firm _____ Address _____
 _____ ha
 ving Income tax PAN _____

OR

(FOR COMPANIES)

_____, a Company duly registered
 under Companies Act, 1956/2013 having its registered office at
 _____ and
 PAN _____ through its duly Authorized Signatory
 Mr./ Ms./ Mrs. _____, authorized by
 board resolution dated _____
 _____ Official e-mail ID of the Company

Hereinafter jointly and severally referred to as the
"ALLOTTEES/PURCHASER(S)" (which expression unless excluded by or
 repugnant to the context or meaning thereof, shall mean and include
 his/her/its heirs, executors, administrators, successors and legal
 representatives) **OF THE OTHER PART;**

The Developers, and Allottee, are hereinafter collectively referred to
 as the **"Parties"** and individually as **"Party"**.

WHEREAS

A. DESCRIPTION OF THE SAID LARGER PROPERTY:

The Developers are the sole and exclusive development rights holder of and/or well and sufficiently entitled to all pieces and parcels of land bearing 1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, and 2) Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters (**First Property**), 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters (**Second Property**), 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters (**Third Property**), 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters and 6) Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters (**Fourth Property**) admeasuring in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation. The First Property, Second Property, Third Property and the Fourth Property are hereinafter collectively referred to as **“Said Entire Property”**

The description of the Said Property is mentioned in following manner:

Survey No.	Total Area	Area as per triangulation method	Area under Sub Plot B	Area under Reservation	Area under Sub Plot A
7/5/1	5560	5530	25	2515	2990
7/5/2	1010	1010	NIL	1010	NIL
7/6	100	100	NIL	90	10
7/7	810	599	NIL	115	484
7/8/1	1000	968	NIL	NIL	968

7/8/2	410	410	NIL	410	NIL
TOTAL	8890	8617	25	4140	4452

The Sub-Plot A as shown in the sanction plan admeasuring 4452 square meters is hereinafter referred to as the **“Said Property”** and more particularly described in schedule attached hereto. The Said Property is the subject matter of the present agreement and the right of all flat/shop/office buyers in the Said Project shall be confined to the Said Property. The Developer shall have sole and unfettered discretion to deal with and dispose of the Sub-Plot B.

I. BRIEF HISTORY OF THE FIRST PROPERTY:

- a) The land bearing Survey no. 7 Hissa no. 5 was originally owned by Mr. Pralhad Sitaram Joglekar and cultivated by agricultural tenant Mr. Mahadu kalya Raut.
- b) Mahadu Kalya Raut demised in or around year 1955 and his son Mr. Krushna Mahadu Raut and married daughter Mrs. Salubai Khandu Gavali were recorded as legal heirs by mutating the mutation entry no. 235.
- c) Smt. Salubai Khandu Gavali demised on 06/05/1991 and name of 2 sons viz. 1) Mr. Balaram Khadu Gavali and 2) Mr. Vinayak Khandu Gavali and 2 married daughters viz. 1) Mrs. Mankibai Shanivar Bhoir and 2) Mrs. Sitabai Shanivar Bhoir were recorded as legal heirs by mutating the mutation entry no. 454.
- d) After demise of Mr. Balwant Sitaram Joglekar, the First property devolved to Smt. Lilabai Balwant Sitaram Joglekar. Smt. Lilabai Joglekar executed will dated February 05, 1983 and thereby bequeathed the First Property to Mr. Madhav Pralhad Joglekar.
- e) Mr. Madhav Pralhad Joglekar demised on July 03, 2002 and before his demise he had executed Will dated May 29, 1998 and thereby

bequeathed the First Property in favour of Chandrashekhar Mahadeo Joglekar.

- f) As per the letter of Tahasildar, Thane bearing no. Kavi-10491/747/S.R./4/2015 dated 26.06.2015 and bearing order no. Kulkayda/kalam32G/vadavali /45/06 dated 25/09/2006, the Tahasildar and Agricultural Land Tribunal, determined the purchase price to be paid by tenants Mr. Krushna Mahadu Raut and others to landowner Mr. Chandrashekhar Mahadev Joglekar.
- g) The mutation entry no. 235 was mutated in the record of rights of the First Property for mutating the name of Smt. Salubai Khandu Gavali as legal heir of late Mahadu Kalu Raut. Subsequently the Mutation Entry no. 454 was mutated in the record of rights of the First Property for mutating the name of legal heirs of late Smt. Salubai Khandu Gavali. The Mutation entry no. 235 has been cancelled as per the order dated 05.06.2012 passed by Sub-divisional officer, Thane in the RTS appeal no. 22/2011. The mutation entry no. 454 is also cancelled as per the order dated 05.07.2012 passed by Sub-divisional officer, Thane in the RTS appeal no. 23/2011. Both the mutation entries and the name of legal heirs of late Salubai Khandu Gavali were deleted from the record of rights of the First Property.
- g)h) The agricultural tenants Mr. Krushna Mahadu Raut paid entire agreed consideration as per the order u/s. 32G of Maharashtra Tenancy and Agricultural Lands Act, (MTAL Act) accordingly the Tahasildar and Agricultural Land Tribunal granted purchase certificate u/s. 32 M of MTAL Act in favour of Mr. Krushna Mahadu Raut bearing certificate no. 59/06 dated 16.10.2006 and charge of original landowner was removed from the others rights column of First Property.
- h)i) Mr. Krushna Mahadu Raut and 41 others granted development rights of the First Property in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia by executing Development

Agreement dated 26/08/2005. Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia have executed Deed of Declaration dated 08/01/2007 and thereby registered the aforesaid Development agreement with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/104/2007.

h)j) Mr. Krushan Mahadu Raut and 19 others executed Supplementary Agreement in respect of the First Property in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/12469/2010 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/1098/2010.

h)k) Mr. Krushna Mahadu Raut demised on 16.11.2014 leaving behind 3 sons viz. 1) Mr. Damodar Krushna Raut, 2) Mr. Motiram Krushna Raut and 3) Mr. Mahadev Krushna Raut and 4 married daughters viz. 1) Mrs. Vimal Ramesh Patil, 2) Mrs. Rekha Ganesh Patil, 3) Mrs. Parvati Sunil Patil and 4) Mrs. Kanchan Manik Patil.

Mr. Damodar Krushna Raut demised on 30.01.2013 leaving behind wife Smt. Kalpana Damodar Raut, son Mr. Pratik Damodar Raut, 2 married daughters viz. 1) Mrs. Prajakta Rupesh Mukadam and 2) Mrs. Priyanka Nitesh Mhatre.

h)l) Smt. Vimal Ramesh Patil and 3 others released and relinquished all their rights, title and interest in respect of the First Property in favour of Mahadev Krushna Raut by executing Release Deed dated 04/08/2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8944/2015.

h)m) Mr. Motiram Krushna Raut and 9 others executed Supplementary Agreement dated 04/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/8940/2015 and also executed power of attorney on even date which is duly

registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/8942/2015.

m)n) Smt. Kalpana Damodar Raut and 4 others executed Supplementary Agreement dated 10/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9238/2015 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9239/2015.

n)o) Mr. Parshuram Shanivar Bhoir and 25 others executed Supplementary Agreement dated 12/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9431/2015 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9432/2015.

o)p) The Sub-divisional officer, Thane granted permission u/s. 43 of MTAL Act bearing permission no. TD/TE-6/KUV/VIP/SR- 76/ 2015 dated 11.09.2015.

p)q) Mr. Mahadev Krushna Raut and 12 others in confirmation with Mr. Parshuram Shanivar Bhoir and 20 others conveyed and transferred the First Property in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia by executing Sale Deed dated 26/10/2015 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/7626/2015.

q)r) Mr. Mahadev Krushna Raut and 4 others confirmed the Development Agreement dated 26/08/2005 by executing Deed of Confirmation dated 30/11/2015 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8324/2015 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8325/2015.

- r)s) Mr. Dhiraj Dedhia (partner of Promoters) had filed Civil Suit bearing no. 449/2007 against Krishna Mahadu Raut and others. The parties to the said suit have filed consent terms in the Court and Consent Terms were accepted by Court and taken on record on 29/04/2016.
- s)t) Smt. Banibai Balaram Gawali and 23 others confirmed the Development Agreement dated 26/08/2005 by executing Deed of Confirmation dated 31/03/2016 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/3726/2016.
- t)u) Mr. Vishwanath Balaram Gawali and 4 others executed Supplementary Agreement dated 06/10/2020 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/12663/2020.
- u)v) Tahsilar Thane passed order bearing No. Kavi/01/owale/2018 dated 04.01.2018 for the conversion of use of the First Property for the non-agricultural purpose.
- v)w) Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia being partners of Developers herein and others executed Transfer Deed dated 14/01/2021 in favour of Thane Municipal Corporation which is duly registered with the Sub-registrar of Assurances, Thane at serial No. TNN-1/616/2021 and thereby handed over portion admeasuring 1010 square meters which is reserved for Park Reservation from and out of First Property in favour of Thane Municipal Corporation.
- w)x) As per the order of Tahasildar bearing no. Mahasul /kaksh-1/Hakkanond-1/Te-3/kavi 1488/2022 dated 28.03.2022 and as per the order of Deputy Inspector of Land Records, bearing order no. Du.li/po.hi.mo.ra.no.2198/2021-mouje vadvali/du.r.no. 2466/2021 dated 23.09.2021 hissa form no. 12 was prepared and accordingly the First Property has been subdivided and renumbered as follows:

- Survey no. 7/5/1 admeasuring 5560 square meters
- Survey no. 7/5/2 admeasuring 1010 square meters.

II. BRIEF HISTORY OF THE SECOND PROPERTY:

- a) Mr. Akbarmiya Patel demised on December 22, 1938 and name of his son Mohammad Hussain Akbar Miya Patel was recorded as his legal heir.
- b) By Taluka order bearing no. Rev 1044 dated June 11, 1955, name of Motiram Joma was recorded as Simple Tenant with respect to Second Property.
- c) By Taluka order bearing no. TNC 8113 dated January 14, 1956, the name of Mohammad Hussain Akbar Miya was recorded as occupant and name of Motiram Joma was recorded as Simple Tenant with respect to Second Property.
- d) The name of Mohammad Hussain Akbar Miya Patel was recorded as Occupant, however, his brother Mr. Mamud Akbar Patel was also joint owner of the Second Property as legal heir of Akbarmiya Patel. on the basis of hence his name was appended in the record of rights of the Second Property by Taluka order bearing no. RTS/WS/Heirs/857 dated December 5, 1983.
- e) Motiram Joma Gavali demised in the year 1944 leaving behind him his legal heirs wife Nagubai Motiram Gavali, son Ganesh Motiram Gavali, 5 daughters 1) Kamalabai Motiram Gavali, 2) Chhaya Motiram Gavali, 3) Kalavati Motiram Gavali, 4) Hausabai Motiram Gavali and married daughter 5) Manjula Dilip Patil as his only legal heirs.
- f) Mr. Mamud (Mehmud) Akbar Patel demised on August 31, 1988 leaving behind him his legal heirs wife Kurshendbi Mamud Patel, 2 sons 1) Abdul Kadir Mamud Patel, 2) Mohammad Idris Mamud Patel, 6 daughters 1) Mrs. Afrozbanu Abdul Latif Vasta, 2) Mrs. Akilabanu

Solkar, 3) Mrs. Samshadbanu Juber Kotkar, 4) Mrs. Nasirabanu Akbar Bhatkar, 5) Ms. Shabanabanu Mamud Patel and 6) Ms. Shaminbanu Mamud Patel.

- g) Jainabi Mohammad Hussain Patel demised on April 07, 1998 leaving behind her 3 sons 1) Bashir Mohammad Patel, 2) Abdul Rab Mohammad Hussain Patel, 3) Abdul Salam Mohammad Hussain Patel, and 2 daughters 1) Rashida Abdul Rauf Bhatkar and 2) Hajira Nashir Mulla as her legal heirs.
- h) Mr. Mohammad Idris Mamud Patel and 11 others granted exclusive development rights and further agreed to sell the Second Property in favour of M/s. Nandkrupa Builders by executing Agreement for Sale and Development dated November 12, 2009 which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/10142/2009.
- i) Mr. Mohammad Idris Mamud Patel and others also executed Power of Attorney dated November 17, 2009 in favour of the partners M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders), which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 543/2009.
- j) Tahsildar and Agricultural Land Tribunal Thane, by order bearing no. 32G/Vadavali/07/1994 dated January 13, 2014 in Remand Case no. 03/2012 determined the purchase price which was to be paid by the tenant purchaser Smt. Nagubai Motiram Bhoir and others and charge of unpaid consideration was mentioned in other rights column of the 7/12 extract of the Second Property.
- k) After payment of purchase price by the tenant purchasers in respect of the Second Property, Hon'ble Tahsildar and Agricultural Land Tribunal Thane have issued 32 M certificate bearing no. 47/2014 dated February 03, 2014 in favour of tenant purchasers Smt. Nagubai Motiram Bhoir and others.

- l) The Sub Divisional Officer, Thane granted permission u/s. 43 of BTAL Act bearing No. TD/TE.6/KUV/THANE/VIP /S.R.-75/14 dated September 12, 2014.
- m) Smt. Nagubai Motiram Gavali and others agreed to sell and convey the Second Property in favour of Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Agreement for Sale dated December 03, 2013, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/11970/2013.
- n) Smt. Nagubai Motiram Gavali and others executed Power of Attorney dated December 03, 2013, in favour of Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia / Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/11971/2013.
- o) Nagubai Motiram Gavali demised on September 04, 2014 leaving behind son Mr. Ganesh Motiram Gavali and 5 married daughters viz. 1) Mrs. Kamalabai Sadanand Thakur, 2) Mrs. Manjuka Dilip Patil, 3) Mrs. Kalavati Baban Patil, 4) Mrs. Priya alias Hausabai Pandharinath Bhoir and 6) Mrs. Chhaya Mahendra Shinge as his legal heirs.
- p) Mr. Ganesh Motiram Gavali and others conveyed and transferred the Second Property in favour of Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Deed of Conveyance dated November 11, 2014, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN2/9113/2014.
- q) Mr. Datta Gajanan Gavali and others executed Deed of Confirmation dated October 27, 2015 in favour of Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-9/7448/2015.
- r) Mr. Datta Gajanan Gavali and others executed Power of Attorney dated October 27, 2015 in favour of Mr. Mukesh Popatlal Dedhia and

Manish Dhiraj Dedhia, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/7449/2015.

- s) Mrs. Motibai Namdev Gavali and others executed Deed of Confirmation dated February 12, 2016 in favour of Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia / Shah, which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/2178/2016.
- t) Mrs. Motibai Namdev Gavali and others executed Power of Attorney dated February 12, 2016 in favour of Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia / Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/2179/2016.
- u) M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders), Cyma Realty Private Limited and M/s. Merit Magnum Construction (previously known as M/s. Vimal Builders) have executed Deed of Settlement dated February 18, 2017 in favour of 1) Mr. Mukesh Popatlal Dedhia and 2) Mr. Manish Dhiraj Dedhia i.e. Owners herein. The said Deed of Settlement is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN12/386/2017.
- v) M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders) represented by its partners 1) Mr. Kishor N. Shah, 2) Mr. Vimal Kishor Shah and 3) Mr. Nainesh Kishor Shah have executed Substituted Power of Attorney dated February 18, 2017 in favour of 1) Mr. Mukesh Popatlal Dedhia and 2) Mr. Manish Dhiraj Dedhia. The said Power of Attorney is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-12/387/2017.

III. BRIEF HISTORY OF THE THIRD PROPERTY:

- a) The Third Property was originally owned by Mr. Kachrya Joma and Gopal Joma.

- b) Mr. Kachrya Joma and Gopal Joma mortgaged the Third Property in favour of Mr. Suryakant Pandharinath Owalekar by executing Mortgage Deed dated February 18, 1928.
- c) Mr. Kachrya Joma and Gopal Joma conveyed and transferred the Third Property in favour of Mr. Suryakant Pandharinath Owalekar by executing Sale Deed dated May 05, 1941.
- d) Mr. Anant Gopal Patil for himself and as natural guardian of master Sunil Patil, Lalit Patil and Manesh Patil granted exclusive development rights of the Third property in favour of Mr. Dhiraj Popatlal Dedhia by executing Development Agreement dated January 27, 1989, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN1/845/1989.
- e) The name of Anant Gopal Patil was recorded as Tenant with respect to Third Property by virtue of order dated February 01, 1991 passed by Upper Tahasildar and Agricultural Land Tribunal and hence his name was recorded in the other rights column.
- f) Mr. Anant Gopal Patil demised on June 30, 2003 leaving behind wife Smt. Mangala Anant Patil, 2 sons viz. 1) Mr. Sunil Anant Patil and 2) Mr. Manesh Ananta Patil and 1 married daughter Mrs. Lalita Ravindra Sale as his only legal heirs.
- g) Mr. Suryakant Pandharinath Owalekar demised on June 06, 1974 leaving behind wife Smt. Shashikala Suryakant Owalekar (demised), 4 sons viz. 1) Mr. Manohar Suryakant Owalekar, 2) Mr. Machhindra Suryakant Owalekar, 3) Mr. Prakash Suryakant Owalekar and 4) Mr. Ramesh Suryakant Owalekar (demised) 4 married daughters viz. 1) Mrs. Nila K. Shroff, 2) Mrs. Sadhana S. Khedekar, 3) Mrs. Sapna K. Dhotre and 4) Mrs. Sunita J. Borgaonkar and one daughter in law Smt. Seema Ramesh Owalekar as his only legal heirs Mr. Laxmikant Pandharinath Owalekar demised on December 09, 1981 leaving behind wife Smt. Rajani Laxmikant Owalekar and 3 married daughters viz. 1) Mrs. Kanchan Kishor Gogad, 2) Shilpa Prakash Rele and 3) Mrs. Pallavi Deepak Mahimkar as his only legal heirs.

- h) The Tahasildar and Agricultural Land Tribunal, Thane determined purchase price of the Third Property u/s. 32 (G) of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. 32G/vadavaali/ 10/2019 dated 05/08/2019 to be paid by agricultural tenant Smt. Mangala Anant Patil and others to the landowners.
- i) The Tahasildar and Agricultural Land Tribunal, Thane granted purchase certificate u/s. 32 M of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing certificate no. LSP-IIIV-P-012/C no.16/2019 dated 25/11/2019. The Tenant Purchasers paid entire agreed purchase price determined u/s. 32 G accordingly the names of Tenant Purchasers were mentioned in the occupant column.
- j) The Sub-divisional Officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and Agricultural Lands Act, 1948 vide order no. TD/Te-6/kuv/thane/vip/S.R.-3/2020/746 dated 02/07/2020.
- k) Smt. Mangala Anant Patil and others granted exclusive development rights of the Third property in favour of Mr. Mangalprabhat Gumanlal Lodha by executing Development Agreement dated February 14, 2005, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN/5/1228/2005.
- l) Smt. Mangala Anant Patil and others have executed Power of Attorney dated February 14, 2005 in favour of Mr. Mangalprabhat Gumanlal Lodha, which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 163/2005.
- m) Mr. Dhiraj Popatlal Dedhia and Mr. Mangalprabhat Gumanlal Lodha executed Deed of Settlement and Assignment dated July 11, 2018 and thereby Mr. Mangalprabhat Gumanlal Lodha assigned development rights in respect of Third Property in favour of Mr. Dhiraj Dedhia, the said Deed is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/9863/2018.

- n) Mr. Mangalprabhat Gumanlal Lodha has executed Power of Attorney dated July 11, 2018 in favour of Mr. Dhiraj Popatlal Dedhia, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/9864/2018.
- o) Smt. Mangala Anant Patil and 3 others in confirmation with Mr. Dhiraj Dedhia agreed to sell and convey the Third Property in favour of M/s. Aarti Estate through its Partner Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Agreement for Sale dated October, 24, 2019, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/18125/2019.
- p) Smt. Mangala Anant Patil and 3 others executed Power of Attorney dated October 24, 2019, in favour of M/s. Aarti Estate through its partner Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia/Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/18126/2019.

IV. BRIEF HISTORY OF THE FOURTH PROPERTY:

- a) The Fourth Property was originally owned by Kaluram Divdya Raut and Bhau Divdya Raut.
- b) Kaluram Divdya Raut and Bhau Divdya Raut for himself and natural guardian of Jayram conveyed and transferred the Fourth Property in favour of Dhana Budhaji and company by executing Sale Deed dated February 24, 1935.
- c) Dhana Budhaji and company conveyed and transferred the Fourth Property in favour Mr. Mainuddin Ammasab Varekar by executing Sale Deed dated July 17, 1946.
- d) In pursuance of the Taluka order bearing no. TNC/WS/699 Mr. Gopal Ragho Raut was ordered to handover the possession of the Fourth Property in favour of Mr. Mainuddin Varekar.

- e) Mr. Mainuddin Ammasab Varekar conveyed and transferred the Fourth Property in favour of Mr. Arjun Gopal Patil and Mr. Padmakar Gopal Patil by executing Sale Deed dated November 21, 1952.
- f) As per the oral partition executed between family members of Padmakar Gopal Patil and Arjun Gopal Patil and accordingly the Fourth Property and other properties were apportioned to the share of Smt. Rukhmini Ramchandra Patil and others.
- g) Smt. Rukhmini alias Rakhamabai Patil and others have assigned the development rights of the Fourth Property and further agreed to sell and convey the Fourth Property by executing Agreement dated September 04, 2003 in favour of M/s. Poorvi Enterprises which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/5713/2003.
- h) Smt. Rukhmini alias Rakhamabai Patil and others sold, conveyed and transferred the Fourth Property by executing Sale Deed dated December 21, 2007 in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia being partners of M/s. Poorvi Enterprise.
- i) Smt. Rukmini alias Rakhmabai Patil and others conveyed and transferred the Fourth Property in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia by executing Sale Deed dated December 21, 2007.
- j) The Sale Deed dated December 21, 2007 was not lodged for registration within time limit and therefore the parties to the said Sale Deed executed Confirmation Deed in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia and thereby confirmed the Sale Deed dated December 21, 2007 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/625/2009.
- k) As per the order dated May 02, 2009 passed by Tahsildar in the matter of 70B/Vadavli/33/2005, the Name of Mahadu Dama has been removed from other rights column of Fourth Property as simple tenant.

- l) As per the order of Tahasildar bearing no. Mahasul/kaksh-1/Hakkanond-1/Te-3/kavi 1488/2022 dated 28.03.2022 and as per the order of Deputy Inspector of Land Records, bearing order no. Du.li/po.hi.mo.ra.no.2198/2021- mauje vadvali/du.r.no. 2466/2021 dated 23.09.2021 hissa form no. 12 was prepared accordingly the Fourth Property has been subdivided and renumbered as follows:

Survey no. 7/8/1 admeasuring 1000 square meters

Survey no. 7/8/2 admeasuring 410 square meters.

- m) Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia being partners of Developers herein and others executed Transfer Deed dated 14/01/2021 in favour of Thane Municipal Corporation which is duly registered with the Sub-registrar of Assurances, Thane at serial No. TNN-1/616/2021 and thereby handed over portion admeasuring 410 square meters which is reserved for Park Reservation from and out of Fourth Property in favour of Thane Municipal Corporation.

B. RIGHTS OF THE DEVELOPERS:

The partners of the Developers have executed several agreements in respect of Said Entire Property in the capacity of being partners of the Developers. The 7/12 Extract of certain properties out of Said Entire Property still reflects the individual name of the partners of the Developers Firm however, the partnership firm M/s. Aarti Estates have paid the entire consideration to the concerned original landowners of the Said Entire Property. Therefore, M/s. Aarti Estates, i.e. the Developers herein, are well and sufficiently entitled to develop the Said Entire Property.

C. APPROVALS AND PERMISSIONS:

- i. The Sub-divisional officer, Thane granted permission u/s. 43 of MTAL Act bearing permission no. TD/TE-6/KUV/VIP/SR- 76/2015 dated 11.09.2015.

- ii. The Sub Divisional Officer, Thane granted permission u/s. 43 of MTAL Act bearing permission No. TD/TE-6/KUV/THANE/VIP /S.R.-75/14 dated September 12, 2014.
- iii. The Sub-divisional Officer, Thane granted permission u/s. 43 of MTAL Act, bearing permission no. TD/Te-6/KUV/THANE/VIP/S.R.-3/2020/746 dated 02/07/2020.
- iv. The Thane Municipal Corporation has granted revised commencement certificate dated 19/07/2023 bearing no. S06/0321/19 TMC/TDD/4446/23 in respect of Said Property. The copy of revised Commencement Certificate and approved layout/building plan is annexed hereto as **“ANNEXURE A”**.
- v. The TMC has approved designs, specifications, elevations, sections and details of the said new wings, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the Said Property and constructing the said new wings. Upon due observance and performance of the terms and conditions laid down by the TMC, the Completion and Occupation Certificates shall be granted by the TMC. The Developers have under its said obligation, commenced construction of the said new wings in accordance with the said plans, designs and specifications.

D. BUILDING PLANS / LAYOUT PLANS:

The Developers have specifically made it clear that, the Developers shall be uploading TDR to the maximum permissible extent and shall be availing benefits of Premium FSI and thereby obtain permission of additional construction in the following manner:

Wing name	Present Sanction	Proposed Revision
A	Lower Gr. (comm.)/ st + upper floor. (comm.)/st. +	Upto 35 floors

	1 st to 33 rd + recreational floor	
B	Lower Gr. (comm.)/ st + upper floor. (comm.)/st. + 1 st to 8 th floor	Upto 35 floors
Club House	Ground + 1 st floor & swimming pool	Ground + 1 st floor & swimming pool (as per revision in the size, shape and location)

The layout plan/building plan may also change due to any directions, conditions imposed by the concerned local authority/ies at any stage. The Purchasers hereby agree that, it shall not be necessary on the part of Developers to seek consent of Purchaser(s) for making any changes in order to comply with such directions, and conditions. The building plans/layout plan of the Project as may be amended and approved from time to time shall supersede the presently sanctioned building plans.

E. PHASE WISE DEVELOPMENT: The Developers propose to carry out development in phased manner. The Developers shall carry out and complete construction of the Building no. A as the first phase of the project and building no. B shall be the second / final phase of the project. The Developers propose to construct 3 parking towers and the podium shall be common for both the buildings (The 2 buildings together with provision of parking spaces and other necessary amenities and services thereto like Club House, open spaces etc., to be provided are collectively known as **“ACE PARKSIDE”** and hereinafter referred to as the **“Said Complex”**). The Developers have further made it clear that they propose to modify the layout plan and building plan for better planning and convenience. The Layout plan/building plan may also change due to any directions / conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on Purchaser(s) and Purchaser(s)

hereby agrees that it shall not be necessary on the part of Developers to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. It is further clarified that, all the external amenities such as Club House, open space, etc. shall be completed simultaneously with the completion of second/final phase out of the Complex.

F. PROPOSED REVISION IN THE LAYOUT AND BUILDING PLAN:

- The Developers shall have discretion of amalgamation of the Said Property or any part thereof with other adjacent properties bearing Survey no. ____ and _____.
- The floor plan of ground and 1st floor is likely to be revised to accommodate larger commercial component in Building no. A and B.
- The Developer has specifically informed the Purchaser that, the plan sanctioned for 32nd and 33rd floor of the Said Building is likely to be revised and the Purchaser shall not have objection for revision of floor plan of 32nd and 33rd floor of the Said Building.
- The Developer has specifically informed the purchaser that, the plan for Building no. B is likely to be revised. The Developer shall not be required to obtain any consent for the proposed revision of plan for Building no. B.
- The proposed building plans/ layout plan of the residential complex as may be amended and approved from time to time shall supersede the presently sanctioned building plans as given in **ANNEXURE “B”** hereto.

G. SAID BUILDING:

The Developers have been developing the building (Building no. A) on the portion of Said Property (hereinafter referred to as “Said Building”) together with provision of parking spaces and other necessary amenities and services thereto like Club House along with

swimming pool and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by Planning Authority, for the purpose of selling, leasing or otherwise transferring the same, to prospective purchasers, lessees, or other transferees, as the case may be, on the terms and conditions as they may deem fit. The Developers by themselves or through or with their nominees or associates may propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement/s or agreement/s as they may deem fit with the holders thereof and amalgamate such land and properties with the Said Property and/or sub-divide the same and/or include the same in the scheme of development of the Said Property in the manner they may deem fit.

The Developers shall be entitled to develop the Said Complex and the Said Property by utilizing maximum permissible Floor Space Index ("FSI"), premium FSI, ancillary FSI, TDR and development potential or any other nature permissible to be utilized in the Said Property.

H. ARCHITECT AND STRUCTURAL CONSULTANT:

The Developers have entered into a standard agreement with the Architect M/s. Scapes (Mr. S. V. Gupte), registered with the Council of Architects, for the preparation of the plans, and drawings of the said Building. The Developers have accepted the professional supervision of the Architect till the completion of the said Building. The Developers have also appointed Mr. _____ as structural engineer for the preparation of the structural designs of the said Building.

I. INSPECTION OF DOCUMENTS BY PURCHASER:

The Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title, certificate of title of Advocate, Revenue Record (7/12 Extracts and mutation entries, Property Card), building plans and specifications approved by the Corporation and all the other documents relating to the Said Entire Property as are specified under Real Estate (Regulations and Development) Act, 2016 (RERA) and the

rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser/s. The Advocate for Developers have issued certificate on title in respect of the Said Entire Property described in the Schedule hereunder written, dated 11/08/2023. Copies of the certificate on title & Property Register Card/ 7/12 Extracts (colly) is annexed hereto as **Annexure "C"**;

H. PREMISES DETAILS:

The Purchaser has expressed interest in purchasing Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters, open balcony _____ square meters in Building no. ____ known as _____, along with the ____ stack/puzzle/mechanical tower parking space in the Complex known as **"ACE PARKSIDE"** (hereinafter referred to as the **"Said Premises"** more particularly described in the Schedule hereunder). The Said Premises is shown in the floor plan thereof hereto annexed and marked as **Annexure "D"**. Relying upon the aforesaid, the Developers have agreed to sell and allot to the Purchaser the Said Premises for consideration and on the other terms and conditions herein contained.

H. REGISTRATION:

The MAHARERA has granted certificate of registration for the Said Complex under Real Estate (Regulation and Development) Act, 2016 (RERA) on _____ vide certificate no. _____.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

ARTICLE 1

INTERPRETATION AND DEFINITIONS

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Developers and Purchaser(s).

- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'RERA Carpet Area' shall mean the carpet area plus area covered by internal walls of the concerned premises. The balconies to be enclosed and the balcony are however excluded from the carpet area and shown separately. The carpet area shall be calculated on bare shell flat excluding finishes, wall tiling and skirting.
- 1.4** 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Developers.
- 1.5** 'Installments' shall mean the Sale Price to be paid as per the installments detailed out in the Present Agreement.
- 1.6** 'Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.7** 'The Said Organization' shall mean the society/condominium of Apartment to be formed of the owners/ Purchaser(s)/unit holders in the wings to be constructed on the Said Property.

ARTICLE 2

SALE

The Developers hereby agree to allot/sell/convey/transfer in favour of Purchasers and the Purchasers hereby agree to acquire from the Developers a Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters, open balcony _____ square meters in Building no. ____ known as _____, along with the ____ stack/puzzle/mechanical tower parking space in the Complex known as **"ACE PARKSIDE"** as shown in the floor plan thereof hereto annexed and marked as **Annexure "D"** in the Said Complex in favour of Purchaser(s) for the total consideration of Rs. _____/- (Rupees _____)

_____ only. The Developers shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by Developers in the said Premises are those that are set out in **Annexure “E”** hereto while the external amenities to be provided in the Said Complex are set out in **Annexure “F”**.

ARTICLE 3

PRICE AND PAYMENT TERMS

3.1 Sale Price:

That Purchaser(s) agrees to pay Developers for the purchase of the said Premises an amount of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the '**Sale Price**') along with payables, as per the payment schedule. The Purchaser shall also be responsible for payment of GST as per the rules and regulation for the time being in force. The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement.

PAYMENT SCHEDULE- ANNEXURE “G”

SR. NO.	INSTALMENTS	%Payable	AMOUNT
1.	On Booking	10	
2.	On execution of agreement	10	
3.	On Completion of the Plinth	25	
4.	On Completion of casting of 2 nd slab	2	
5.	On Completion of casting of 5 th slab	2	
6.	On Completion of casting of 8 th slab	2	
7.	On Completion of casting of 11 th slab	2	
8.	On Completion of casting of 14 th slab	2	
9.	On Completion of casting of 17 th slab	2	

10	On Completion of casting of 20 th slab	2	
11	On Completion of casting of 23 rd slab	2	
12	On Completion of casting of 26 th slab	2	
13	On Completion of casting of 29 th slab	2	
14	On Completion of casting of 32 th slab	2	
15	on completion of casting of terrace slab	3	
16	On Completion of blockwork	3	
17	On Completion of internal gypsum	3	
18	On Completion of external plaster	3	
19	On completion of flooring work	4	
20	On completion of external painting	4	
21	On completion of door and window work	4	
22	On completion of electrical fittings, lifts	4	
23	At the time of possession	5	
TOTAL		100%	

3.2 Amount received:

The Purchaser/s has/have paid to the Developers sum of Rs. _____/- (Rupees _____ only) as earnest money, along with a sum of Rs. _____/- (Rupees _____ only) on account of GST on or before execution hereof (the payment and receipt whereof the Developers hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Developers the balance amount of purchase price of Rs. _____/- (Rupees _____ only)

and shall also pay GST and concerned taxes and charges in the manner prescribed hereto on or before the possession of the said Premises being offered by the Developers to the Purchaser/s.

3.3 Advance Maintenance, Municipal Tax & NA taxes etc.:

The Municipal taxes, NA taxes, etc. which is to be paid to the Government, Local Authority shall be reimbursed by the Purchaser(s) to the Developers on the basis of the rate charged by the concerned authorities/departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Developers and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation/demand letter issued by Developers. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

The Purchaser before taking possession of the said premises, shall pay the following amounts to the Developers.

- (i) Rs. _____/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. _____/- towards advance maintenance charges of the premium and common areas for 1 year.
- (iii) Rs. _____/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.
- (iv) Rs. _____/- towards GST as per the prevailing rate.

The Developers shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges, and expenses in connection with above stated activities. The Developers shall be entitled to appropriate the amounts collected

under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same.

The Purchaser shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Developers shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

The amounts so collected by the Developers under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Developers shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the residential/commercial and other premises in the Said Complex and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new wings constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the buildings in the Said Complex, the said Developers shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Developers of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization.

3.4 Failure/Delay in consideration, GST and advance maintenance:

- i. If the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of demand/reminders of payment of

installments, the Developers shall at his own option, may terminate this Agreement:

Provided that, Developers shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages of 10% of total consideration which may be payable to Developers) excluding the Stamp Duty, registration fees and GST within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Developers.

- ii. The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST shall vary from time to time as per the future revisions in the rate and rules. Price as mentioned hereinabove is exclusive of GST and any other taxes, which may be leviable by any appropriate authorities, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s).
- iii. The Purchaser/s shall be responsible for deduction of TDS for every installment paid and payable to the Developers as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent Authority within a period of fifteen days from the payment of every concerned installment. In the event of failure on the part of Purchaser/s to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned installment, the Purchaser/s shall be required

to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

- iv. Purchaser(s) agree/s and understand/s that the Developers from time to time and Developers at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

3.5 Time is the Essence:

The timely payment of installments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in the present agreement, at the sole discretion of Developers, is/are liable to pay interest on the amount due as per the interest rate as specified in the Real Estate (Regulation and Development) Act, 2016 from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

3.6 Alteration in the Layout Plans and Design:

- a) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s). Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect

the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- b) 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 an 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. It is however clarified that, the carpet area shall be calculated on bare shell walls excluding the gypsum plaster and skirting.

3.7 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of “_____”, payable at A/c no. _____ of the HDFC Bank, _____, Thane Branch. After registration of said building with the Real Estate Regulatory Authority, the Purchaser shall be required to issue cheques/DD/electronic transfer in the aforesaid Bank Account or any other substituted Master Collection Account to be specified by the Developers. If any of the cheques submitted by Purchaser(s) to Developers are dishonoured for any reasons, then Developers shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developers within ten (10) days from the date of dispatch of such intimation by Developers and the same shall be accepted subject to ‘Dishonor Charges’ of Rs.

2,000/- (Rupees Two Thousand only) excluding GST for each dishonor. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developers.

3.8 Payment of Costs:

- (a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Assignment/Transfer/Lease Deed in favour of the Said Organization shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Developers to execute and register a Deed of Assignment in favour of the Said Organization at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Developers.
- (b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- (c) All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Developers.

3.9 The Promoters have specifically informed the Purchasers that the parking system may not accommodate vehicles having height of more than ____ meters, length of more than ____ meters and width of more than ____ meters. All the Purchasers and occupants in the Said Building shall be required to park their vehicles only at the parking space designated for their respective Shop /Flat/other premises. The

Developers shall be entitled to formulate rules for earmarking and use of car parks. The occupants of concerned Shop/Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Developers and the TMC. The Purchaser shall not be entitled to park any four-wheeler vehicle within the Complex area in the absence of specific allotment of parking area.

3.10 The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, 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 from time to time. The Developers undertake and agree that while raising a demand on the Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3.11 FSI disclosure:

The Developers hereby declare that the permissible FSI of Said Property is _____ square meters. Total TDR potential is _____ square meters and the additional FSI on payment of premium shall be as per the provisions of the UDCPR. The Developers propose to use the entire balance development potential.

3.12 Minor alterations:

The Said Complex has been sanctioned as Residential & commercial purpose. The Developers shall have right to change floor plan of any floor by taking consent of Purchasers of premises in the relevant floor only and other Purchasers shall not have any objection for change of floor plan of other floors and such change shall be minor alteration. The Developer has specifically informed the Purchaser that, the plan sanctioned for 32nd and 33rd floor of the Said Building is likely to be

revised and the Purchaser shall not have objection for revision of floor plan of 32nd and 33rd floor of the Said Building.

ARTICLE 4

POSSESSION

4.1 Possession Time and Compensation:

- (a)** The Developers shall be responsible for providing external amenities simultaneously with the completion of last building in the entire Project. The site of the PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Developers, therefore, Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the said Premises in the Project.
- (b)** The Developers shall endeavor to give possession of the said Premises in the Said Building to Purchaser(s) on or before _____ subject to force majeure circumstances and reasons beyond the control of Developers.
- (c)** The Developers shall endeavor to give possession of the Premises in Building no. B forming part of second phase to Purchaser(s) on or before _____ subject to force majeure circumstances and reasons beyond the control of Developers. All the common areas, amenities and parking spaces shall be completed simultaneously with the completion of Building no. B.
- (d)** The Promoter shall give possession of the Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1.f herein below 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(e) Developers on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.

(f) If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(a), then, Developers shall be entitled to reasonable extension of time of 12 [Twelve] months for giving possession. Thereafter Purchaser shall be entitled to either:

- i.** Terminate the agreement and receive refund of consideration paid by the Purchaser(s) to the Developers excluding stamp duty, registration charges, GST and other taxes and charges within period of thirty days from the date of cancellation. Or
- ii.** Claim for the compensation @ highest cost of marginal lending rate plus 2% per annum for the amounts paid towards the said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.

(g) However, the compensation shall not be paid if the completion of the Said Complex in which the said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein after.

- (h)** In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Developers, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges after fifteen (15) days of intimation by Developers to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
- (i)** It is clarified that Developers shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/alterd by way of intimation to Developers regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Developers mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

4.2 Force Majeure:

Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Developers ability to perform obligations under this Agreement, which shall include but not limited to:

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

For the purposes of this Clause, a reasonable extension of time, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause and additional period of 3 (three) months for re-mobilization of

construction and development activities.

4.3 Conditions precedent for Delivery of Possession:

- (a)** Purchaser(s) shall before taking possession of the said Premises pay entire agreed consideration and clear all the dues, taxes and GST of Developers towards the said Premises.
- (b)** Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged by Developers and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developers from time to time.
- (c)** Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developers including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

4.4 DEFECT LIABILITY:

If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Developers any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Developers at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Developers for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Developers.

ARTICLE 5 ALLOTMENT

5.1 Right of Developers:

The allotment of the said Premises is entirely at the discretion of Developers and Developers reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

5.2 Compliance of Rules, Regulations and By-laws:

- a. Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the Said Complex as approved by Planning Authority.
- b. The said Premises along with the Said Complex shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- c. The said Premises shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the occupant in the said Premises/the Said Complex. Developers have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6 MAINTENANCE

6.1 Payment of Maintenance Charges:

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the concerned building out of the Said

Complex being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the Said Complex, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the Said Complex, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the Said Complex and such other expenses as are necessary or incidental for maintenance and upkeep of the Said Complex, and other charges and levies of like nature, payable in respect of the said premises, amenities, common areas, the Said Property and the Said Complex, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Developers.

(b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up keeping the complex and other deposits and charges for the various services therein, as may be determined by Developers, as the case may be.

6.2 Maintenance:

(a) Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Developers in its sole discretion for this purpose.

(b) In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits

raised by the Developers, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Developers, advance quarterly maintenance after completion of 1 year of maintenance by the Developers or till the formation of the organization for the Said Complex.

6.3 Right of entry in the Said Premises:

After the possession, Purchaser(s) shall permit Developers and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Said Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Said Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Developers are constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Developers to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises/Said Complex.

6.4 Internal Maintenance:

The maintenance of Common Areas will be carried out by Developers but those inside the said Premises will be carried out by Purchaser(s) only.

6.5 Maintenance Accounts:

The Developers shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of Said Complex. The Developers shall provide consolidated account of maintenance to the Said Organization and shall simultaneously transfer excess collection or claim deficit, as the case may be.

6.6 Sub-Letting of the said Premises:

Purchaser(s) shall take prior permission of Developers in case of leasing or licensing the said Premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and license / lease agreement along with the police verification of the Licensee /Tenant to the Developers immediately on sub-letting of the said Premises. After formation of Said Organization, the Purchaser shall be required to take prior permission from the Said Organization for Sub-letting the Said Premises.

6.7 Hoarding:

The Developers shall be erecting permanent Hoarding in the Said Property for advertisement of Said Complex and other projects of the Developers and affiliated organizations. The Developers shall be required to pay only the maintenance charges, proportionate property tax, and other dues for the Said Hoarding for the period of use of said Hoarding for period not exceeding 30 years from the completion of the Said Complex. The Developers shall not be entitled to use the said Hoarding beyond stipulated period of 30 years without prior permission of Society to be formed for the occupants of respective wings.

6.8 Machinery/Equipment

1) Machinery/equipment viz. STP, Generator system, Mechanical Parking System, Lifts, Sub Station etc are manufactured by the some known brands having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of

warrantee/Guarantee, the organization of the Allottees in the Said Complex will be bound to award maintenance contract to well-known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Allottee or its organization will not make any grievances about malfunctioning and will not hold Developers responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone claiming through, by or under him.

2) Some of the equipment/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Allottee in the Said Complex will be responsible to award Annual Maintenance contract (AMC) to well-known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipment Manufacturer (OEM) are used and not any other substitute. If the organization of the Allottee in the Said Complex fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Developers will not be held responsible and liable for any damages to those equipment. Similarly, some of the equipment require regular operation maintenance and usage and if are left un-operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Allottee in the Said Complex will have to ensure that it is regularly used inspected and serviced. If the organization of the Allottee in the Said Complex fails to maintain the same as per maintenance manual, the Developers will not be responsible or liable for non-functioning and any loss or damages due to such non-functioning. If such equipment remain unused and get damaged, defect liability of such equipment will become automatically null and void. All that is provided hereinabove is applicable with respect to equipment and amenities provided in the Said Complex such as Fire Prevention System, STP, DG Sets, OWC, Mechanical Parking, Lifts & Sub Station etc.

3) The organization of the Allottee in the Said Complex shall at its own cost renew and maintain all Annual maintenance Contract (AMC) of all equipment viz. D.G Mechanical Parking System, Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Said Complex from the well-known reputed authorized service providers. If the organization of the Allottee in the Said Complex fails to renew any of the AMC and those equipment suffer damages the Developers shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Allottee in the Said Complex and/or their organization shall be responsible and liable for the same and the Developers shall have absolutely no liability whatsoever in that behalf.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF PURCHASER(S)

7.1 Compliance of Laws:

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Developers that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Developers for occupation and use of the said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

7.2 Foreign Exchange Management Act (FEMA):

- (a) If Purchaser(s), is the resident outside India or having Non-Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Developers in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Developers, the amount paid towards Sale Price will be refunded by Developers as per rules without any interest and the allotment cancelled forthwith and Developers will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.
- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

7.3 Loans

- a) The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Developers), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.
- b) The Parties further agree that the Developers shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan

and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Developers shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

- c) The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Developers and / or the relevant banks / financial institutions which have advanced the Loan. The Developers shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan.
- d) The Purchaser indemnifies and hereby agrees to keep indemnified the Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developers and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

7.4 Putting up Sign Board:

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the wings, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Developers for commercial users. The Purchaser shall be entitled to display his

nameplate only at the proper place, provided for the said Premises and in the manner approved by Developers.

7.5 Hazardous Chemicals / Material etc.:

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the Said Complex. Purchaser(s) shall always keep Developers harmless and indemnified for any loss and damages in respect thereof.

7.6 Commitment:

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, electricity agreement and all other relevant papers as required to signed, in pursuance to the transactions and do all the acts, deeds and things as Developers may require in the interest of Said Complex and for safeguarding the interest of Developers and/or Purchaser(s) in the Said Complex including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/acknowledged by any one of the Purchaser(s) shall be binding upon the other.

7.7 Inspection:

Purchaser(s) undertake/s to permit Developers or its authorized representative at all reasonable hours, to enter the said Premises for the purpose of inspection/maintenance while performing their duty.

7.8 Transfer:

(a) The Purchaser shall not be entitled to transfer or assign the Said Premises without prior written permission of the Developers till the Organization is duly formed. Any such transfer shall be null and void and the Developers shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation/approval by Developers, on such terms and conditions and guidelines as it may deem fit by Developers, subject to clearing

all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by Developers to record the transfer as mentioned hereinabove.

(b) The transferor/transferee shall pay stamp duty or other charges as may be applicable on any transfer/addition. Purchaser(s) shall indemnify and keep indemnified Developers against any action, loss, damage or claim arising against Developers for non-payment of such stamp duty and requisite charges.

(c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developers on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.9 Modification in Terms of this Agreement:

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

7.10 Installation of Air Conditioners:

The Purchaser(s) agree/s not to fix or install air conditioners in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external facade of the said Premises. The TMC has sanctioned AC ledge in the balcony of the residential units in the Said Building. The Purchaser does hereby undertake to use the said AC ledge in the Said Premises of _____ square feet (____ square meters) strictly accordance with the provisions of UDCPR.

7.11 Installation of Window Antenna:

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the Said Complex except by the

prior sanction of Developers/the said Organization and at places earmarked by Developers.

7.12 Uses as Per Sanctioned Building Plans:

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for sanctioned purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Developers and/or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

7.13 Applicability of Provisions:

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchaser(s)/assignees/ nominees of the said Premises as the said obligation go alongwith the Said Complex for all intents and purposes.

7.14 Mischief:

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquility of the said Premises or of other occupants.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF DEVELOPERS

8.1 Formation of Co-operative Society or condominium of Apartment:

The Developers may form and register single Co-Operative Housing Society of the Purchaser(s) of the Premises in the both the buildings

to be constructed on the Said Property as soon as the majority of the units in the Said Complex have been booked by the Allottees. The Developers shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Housing Societies Act, 1960 or company or any other legal entity, within period of three months /from the date or which fifty-one per cent of the total number of allottees in such a wings have booked their apartment. **It is further clarified that, the Developer may form 2 separate societies for the each building in the Said Project as per their unfettered discretion.**

8.2 Right of Way:

It is further clarified that, the Developers shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other wings standing on any plot/s adjacent to and/or in the vicinity of the Said Property, Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any Said Organization shall not object to any such arrangement on any ground whatsoever.

8.3 Rules, Regulations and By-Laws of Said Organization:

The Said Organization shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/ management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the Said Organization formed of the Purchaser(s) of wings to be constructed on the Said Property including its members and others as aforesaid. Any violation of the said rules, regulations or bye-laws as framed by the Said Organization by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organization may determine from time to time. The Said Organization shall unconditionally accept and adopt such guidelines

as framed by the Developers. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Said Organization from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organization and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organization is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developers shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Developers shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in the Said Complex regarding monthly maintenance charges or otherwise to enable the Developers to effectively maintain the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Developers, the same shall be deemed as breach of the terms of this agreement and thereupon the Developers shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Said Organization will be collected and paid to the Developers in advance by the occupants of residential premises in the said wings.

8.4 Conveyance:

The Said Property along with the all the buildings to be constructed thereon shall be conveyed or caused to be conveyed in favor of Said

Organization within period of 3 months from the receipt of occupancy certificate granted by TMC for the last building to be constructed on the Said Property. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the Said Organization to be formed for the purpose of the said wings shall have no right on any portion of the Said Property. The conferment of right shall take place only in respect of the Said Property and the said wings in favor of the Said Organization on the execution of the Conveyance or perpetual lease in its favor as aforesaid.

8.5 Raising of funds:

- (a) Purchaser(s) hereby declare/s and confirm/s that Developers have prior to the execution hereof, specifically informed Purchaser(s) that:-
- Developers may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Developers to facilitate development of Said Complex undertaken and carried on by it, and as security for repayment of loans which may be advanced to Developers by the said Bank, Developers creates or causes to be created mortgages/charge on the unsold constructed premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time;
- (b) Developers specifically reserves the right to offer and to create charge on Said Complex (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developers and Purchaser(s) shall give his/her/ their/its consent and permission to Developers for doing the same. Purchaser(s) whenever asked in support of by Developers in this regard shall give and grant to Developers, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

8.6 Telecommunication, DTH, cable and Internet Services etc.:

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Said Complex, it is agreed that Developers shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Said Complex till formation of Said Organization. After formation of Said Organization for wings, such institution shall regulate the entry of telecom agency/services in the Said Complex.

8.7 Others:

- a) In case during the course of construction and/or after the completion of the Said Complex, further construction on any portion of vacant land or building or terrace becomes possible, Developers shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. The terrace area having entry only from particular unit/s shall be exclusively used by the allottee of respective unit/s and the other purchaser/allottees shall not be entitled to claim any right to entry in such attached terrace.
- b) In the event of paucity or non-availability of any material Developers may use alternative materials/article but of similar good quality. Decision of Developers on such changes shall be final.
- c) The Developers shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for setting up electric transformer, communication or data antenna, or for any other utility services.

ARTICLE 9

USES

9.1 Alteration/Demolition/Destruction of Structure:

- (a) Purchaser(s) undertake/s that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the said Premises or any

addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. The Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Developers. Purchaser(s) shall not partly/fully remove any walls of the said Premises including load bearing walls/structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.

(b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the Said Complex in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural changes in the said Premises, without the prior written permission of the Developers (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications/alterations to structural members.

(c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Developers, in case Purchaser(s) desire/s (with prior written approval/consent of Developers) to do some works/install some different fittings/floorings etc. on their own within the said Premises and request Developers not to do such work/install fittings/floorings etc. within the said Premises.

9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Said Complex will be used by Purchaser(s) for keeping/Chaining Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

9.3 Nuisance:

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Said Complex including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

9.4 Possession of Common Areas:

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas/Facilities and the said Premises is not divisible. The possession of Common Areas will always remain with Developers and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of Said Organization, the common areas and amenities shall vest in the Said Organization.

9.5 Part Occupancy Certificate: The Developers shall be at liberty and entitled to complete any part/portion/floor/ wings of the Said Complex and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the Said Apartment therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Said Complex and the remaining work is carried on by the Developers or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such

work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Said Apartment.

ARTICLE 10

INDEMNITY

10.1 Special, Consequential or Indirect Loss:

Purchaser(s) acknowledges that Developers shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Developers of any damage caused to the said Premises/the Said Complex, while performing the alteration by him/her/them or his deputed personnel.

10.2 Abidance by Terms and Conditions:

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Developers, Purchaser(s) shall indemnify Developers for such loss.

10.3 Furniture and Interior Decoration:

Upon taking possession of the said Premises, the Allottee, if so desires to carryout any interior work in the said Premises he shall be bound to submit to the Developers full-fledge drawings, plans, specifications etc. in respect thereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/ or without obtaining in writing permission from the Developers for the same. Further in such eventuality the Allottee shall be bound to deposit with the Developers Rs. 50,000/- (Rupees Fifty Thousand Only) as interest free fit-out deposit (Fit-

out Deposit) for carrying out interior work in the said Premises, etc. and to ensure that there is no damage to the said Premises or any damage to any other part of the in the wings in which the said Premises is situate and/or the Facilities, Amenities etc. provided in the said Premises and/or the said wings in which the same is situate. The said Fit-out Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Developers' NOC by the Allottee. The Developers shall refund the said Fit-out Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting there from all such amounts in respect of damages, if any, caused to the said Premises or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Premises by the Allottee. The Allottee hereby agrees and undertakes that he will not do or omit to do any act which would damage said Unit/Premises and/or any part of the Said Complex in which the same is situate and/or the Said Complex in general and/or any machinery/equipment provided in the Said Complex and/or the Said Complex Building therein and/or the other Allottees in the Said Complex and/or the Developers and the Allottee does hereby indemnify, keep indemnified, harmless and defended the Developers against all costs, expenses, charges and damages ensuing there from. The Purchaser shall be required to pay reimbursement of expenses incurred by the Developers or Said Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

10.4 Further Covenants:

Purchaser(s) hereby covenant/s with Developers to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to

keep Developers and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Developers may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

ARTICLE 11

INSPECTION

After handing over possession of the said premises by the Developers in favor of the Purchaser(s), Developers or its Authorized Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

ARTICLE 12

AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

12.2 Prior Permission:

Purchaser(s) shall not assign, transfer, lease or part with possession of the said Premises without prior written permission of the Developers. Purchaser(s) undertakes that he shall not divide/sub-divide/amalgamate the said Premises without the prior consent of Developers.

ARTICLE 13

SETTLEMENT OF DISPUTES

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion. In the event of failure to arrive at amicable settlement, the parties hereto may refer the dispute to the Court/Tribunal having jurisdiction over the subject matter.

ARTICLE 14

NOTICE

14.1 No Obligation:

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Developers to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Schedule or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Developers.

14.2 Communication Address:

Purchaser(s) shall get registered his/her/their communication address and email address with Developers and it shall be the sole responsibility of Purchaser(s) to inform Developers about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

14.3 Communication Mode:

The Developers will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with

Developers using officially notified e-mail id All Notices/Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Developers through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Developers to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
SAID ENTIRE PROPERTY

ALL THAT PIECES AND PARCELS of land bearing 1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, and 2) Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters, 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters, 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters, 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters and 6) Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters admeasuring in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation, and bounded as per village map.

THE FIRST SCHEDULE ABOVE REFERRED TO
SAID PROPERTY

The portion admeasuring 4452 square meters from and out of land bearing 1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, and 2)

Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters, 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters, 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters, 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters and 6) Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters admeasuring in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation, and bounded as per village map.

THE THIRD SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

All that pieces and parcels of Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters, open balcony _____ square meters in Building no. ____ known as _____, along with the _____ stack/puzzle/mechanical tower parking space in the Complex known as **“ACE PARKSIDE”**.

SIGNED, SEALED AND DELIVERED)
By the within names **“DEVELOPERS”**)
M/S. AARTI ESTATES)
through Partners)

i) Mr. Mukesh P. Dedhia)

ii) Mr. Manish Dhiraj Dedhia)

SIGNED AND DELIVERED by the)
Within named **“ALLOTTEE”**)

In the presence of

1.

2.

ANNEXURES

- 1. Annexure A:- copy of revised Commencement Certificate
- 2. Annexure B:- copy of proposed sanctioned plan and layout
- 3. Annexure C:- Copies of the certificate on title & 7/12 Extract
- 4. Annexure D:- Floor plan
- 5. Annexure E:- Internal fixtures, fittings and amenities
- 6. Annexure F:- external amenities
- 7. Annexure G: Payment Schedule