

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Thane this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**BY AND BETWEEN**

**M/S. GAURAV LAND CORPORATION, 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 Popatlal Dedhia and ii) Mr. Gaurav 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 \_\_\_\_\_  
\_\_\_\_\_ havin  
g 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 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.51 Hissa No. 1, admeasuring 1570 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane **(First Property)**, 2) Old Survey No. 50 New Survey no. 61 Hissa No.4/1 admeasuring 550 square meters **(Second Property)** admeasuring in aggregate 2120 square meters, lying, being and situate at Village Vadavali, Mogharpada, 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 are hereinafter collectively referred to as **“Said Property”**. The description of the Said Property is mentioned in following manner:

Survey No.	Area as per 7/12 Extract	Area under 20 Mtrs D.P ROAD.	Area Not in Possession	Net Plot Area
51/1	1570.00	Nil	165.18	1404.82
61/4/1	550.00	159.33	Nil	390.50
<b>Total Area</b>	<b>2120.00</b>	<b>159.33</b>	<b>165.18</b>	<b>1795.49</b>

The net plot area as mentioned in the table hereinabove is hereinafter referred to as the **“Said Property”** and more particularly mentioned in the First Schedule hereunder written.

**I. BRIEF HISTORY OF THE FIRST PROPERTY:**

- a) The First Property was originally owned by Shri Dwarkadas Ratanshi.
- b) The name of Shri Bama Pandu was recorded as simple as well as protected tenant in respect of the First Property as per the taluka hukum no. TNC8113 dated 14/01/1956.
- c) Shri Dwarkadas Ratanshi executed trust deed dated 24/01/1958 and thereby formed a public charitable trust under the provisions of Bombay Public Trust Act, 1950 under the name and style of “Ratanshi Premji Charitable Trust”.

- d) As per order dated 31/07/1964 passed by Additional Tahasildar and Agricultural Land Tribunal, Thane the name of Bama Pandu Patil was removed from the record of rights as he was not actually cultivating the First Property and the name of Haji Saheb Amir Saheb Chavekar was recorded in the record of rights of the First Property as Agricultural Tenant.
- e) Mr. Haji Saheb Aamir Saheb demised on 02/07/1985 leaving behind 3 sons viz. 1) Suleman Haji Saheb Sheikh, 2) Amir Haji Saheb Sheikh and 3) Hussain Haji Saheb Sheikh and 1 married daughter Fatimabibi Yaseen Sheikh as his only legal heirs.
- f) Fatimabibi Yasin Sheikh released and relinquished all her undivided rights, title and interest in respect of First Property in favour of her brothers viz. 1) Suleman Haji Saheb Sheikh, 2) Amir Haji Saheb Sheikh and 3) Hussain Haji Saheb Sheikh by executing Release Deed dated 08/03/2007 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/1969/2007.
- g) The Additional Tahsildar and Agricultural Land Tribunal, Thane determined purchase price to be paid agricultural tenant Suleman Haji Saheb Sheikh and 2 others in respect of the First Property under section 32/G of Maharashtra Tenancy and Agricultural Lands, 1948 (MTAL Act) Act vide order No.32/G/Vadvali/57/2007 dated 25/08/2008, The charge of unpaid consideration was recorded in other rights column.
- h) The Additional Tahsildar and Agricultural Lands Tribunal, Thane issued Sale Certificate under section 32M of MTAL Act vide certificate no. 20/2008 dated 09/09/2008 in favour of Suleman Haji Saheb Sheikh and 2 others and the charge of original owners in the other rights column was removed upon payment of entire consideration as mentioned in the order passed u/s. 32G of MTAL Act.
- i) Mr. Suleman Haji Sheikh and others granted development rights of the First Property in favour of M/s. Haware Engineers and Builders Pvt. Ltd. by executing Development Agreement dated 14/12/2009 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/11165/2009 and also executed Power of Attorney on even date.
- j) Suleman Haji Saheb Sheikh demised on 18/02/2010 leaving behind wife Sharifa Suleman Sheikh and two sons 1) Abbas Suleman Sheikh ,2) Ayaz Suleman Sheikh

and three daughters viz. 1) Asgari Abdul Karim Sheikh, 2) Sultana Aslam Sheikh and 3) Rukhsana Suleman Sheikh as his only legal heirs.

- k) Amir Haji Sheikh demised on 05/11/2010 leaving behind wife Khadija Amir Sheikh, 3 sons viz. 1) Faiyaz Amir Sheikh, 2) Niyaz Amir Sheikh, 3) Abdul Rahiman Amir Sheikh and 3 married daughters 1) Firoz Mushtaque Sheikh, 2) Shabana Sheikh Momin, 3) Jaiban Anis Sheikh as his only legal heirs.
- l) Hussain Haji Sheikh demised on 19/08/2013 leaving behind wife Roshan Hussain Sheikh, 3 sons viz. 1) Riyaz Hussain Sheikh, 2) Nasir Hussain Sheikh and 3) Mukhtar Hussain Sheikh and one daughter Firodos Ansar Sheikh as his only legal heirs.
- m) The Haware Engineers and Builders Pvt. Ltd. in confirmation with the Sheikh Family agreed to transfer and convey the First Property, Second Property and several other properties in favour of Puranik Builders Pvt. Ltd. and in exchange thereof the Puranik Builders Pvt. Ltd. agreed to transfer and convey the land bearing Survey no. 49/2 situate at village Vadavali, Taluka & District Thane and further relinquished and surrendered rights, title and interests in respect of several other properties by executing Agreement for Exchange dated 6<sup>th</sup> March 2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/1473/2014.
- n) Roshan Hussain Sheikh had executed her last Will dated 18/11/2020, accordingly she bequeathed all her undivided share, right, title and interest in respect of First Property in favour of her grandson Meraj Riyaz Sheikh. The Said Will is registered with the Sub Registrar of Assurance, Thane at serial No. TNN/5/11951/2010.
- o) The Sub-Divisional Officer, Thane granted permission u/s. 43 of MTAL Act bearing order no. TD/Te-6/kuv/VIP/S.R.-35/2019 dated 23/09/2020 in respect of the First Property.
- p) Ayaz Ahmed Suleman Sheikh and 14 others through Power of Attorney Holder M/s. Haware Engineers and Builders Pvt. Ltd. through Power of Attorney Holder Puranik Builders Limited agreed to sell the First Property in favor of Promoters herein i.e. M/s. Gaurav Land Corporation (Promoter herein) by executing Agreement For Sale dated March 31, 2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9758/2021 and further executed Power of Attorney dated July 23, 2021 in favor of Promoters herein i.e. M/s. Gaurav Land Corporation which

is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9759/2021.

- q) Sharifa Suleman Sheikh and 6 others confirmed the development agreement dated 14/12/2009 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/11164/2009 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/643/2009, Agreement For Exchange dated 06/03/2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/1473/2014 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/1477/2014, and Agreement For Sale dated 31/03/2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9758/2021 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9759/2021 by executing Deed of Confirmation dated 31/10/2022, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/15090/2022.
- r) Sharifa Suleman Sheikh and 6 others executed Power of Attorney dated October 31, 2022 in favour of partners of Promoters herein i.e. M/s. Gaurav Land Corporation which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/15092/2022.
- s) 1) Sultan Aslam Sheikh, 2) Aayaz Suleman Sheikh, 3) Sharifa Suleman Sheikh, 4) Asgari Karim Sheikh, 5) Abbas Suleman Sheikh, 6) Ruksana Alias Rukhasana Suleman Sheikh, 7) Faiyaz Amir Sheikh, 8) A Rahiman Amir Sheikh Alias Rahim Amir Sheikh, 9) Jaiban Alias Jainab Anis Shaikh, 10) Shabana Shakil Momin (sr. no. 7 to 10) through Power of Attorney Holder M/s. Haware Engineers and Builders Limited through Power of Attorney Holder Promoters herein i.e. M/s.Gaurav Land Corporation through Partner Mr.Gaurav Dhiraj Dedhia, 10) Niyaj Amir Sheikh, 11) Firoz Alias fairoj Mushtaque Sheikh, 12)Khadija Amir Sheikh ,13) Muktar Alias Mukhatar Hussain Sheikh, 14) Firodos Ansar Sheikh, 15) Nasir Hussain Sheikh,16) Riyaz Hussain Sheikh, 17) Meraj alias Mehraj Riyaz Sheikh in confirmation with Puranik Builders Limited conveyed and transferred the First Property in favour of Promoter herein i.e. M/s. Gaurav Land Corporation through its partners Mr. Gaurav D. Dedhia and Mr. Mukesh D. Dedhia by executing Deed of Conveyance dated

01/11/2022, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN1/15109/2022.

- t) Faiyaz Amir Sheikh, Jaiban @ Jainab Anis Sheikh, Shabana Shakil Momin confirmed the Agreement for Sale dated 31/03/2021 registered at serial no. TNN-9/9758/2021, power of attorney dated 31/03/2021 registered at serial no. TNN-9/9759/2021, confirmation Deed dated 31.10.2022 registered at serial no. TNN-1/15090/2022, power of attorney dated 31.10.2022 registered at serial no. TNN-1/15092/2022 and conveyance deed dated 31/10/2022 registered at serial no. TNN-1/15109/2022 by executing Deed of Confirmation dated 16/01/2023, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/333/2023.
- u) Faiyaz Amir Sheikh, Jaiban @ Jainab Anis Sheikh, Shabana Shakil Momin executed Power of Attorney dated January 16, 2023 in favour of Promoters herein i.e. M/s. Gaurav Land Corporation, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/336/2023.
- v) Abdul Rahim Amir Sheikh confirmed the Agreement for Sale dated 31/03/2021 registered at serial no. TNN-9/9758/2021, power of attorney dated 31/03/2021 registered at serial no. TNN-9/9759/2021, confirmation Deed dated 31.10.2022 registered at serial no. TNN-1/15090/2022, power of attorney dated 31.10.2022 registered at serial no. TNN-1/15092/2022, conveyance deed dated 31/10/2022 registered at serial no. TNN-1/15109/2022, confirmation Deed dated 16/01/2023 registered at serial no. TNN-1/333/2023 and power of attorney dated 16/01/2023 registered at serial no. TNN-1/336/2023 by executing Deed of Confirmation dated 10/05/2023 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/3389/2023.
- w) Abdul Rahim Amir Sheikh executed Power of Attorney dated May 10, 2023 in favour of Promoters herein i.e. M/s. Gaurav Land Corporation, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/3392/2023.

## **II. BRIEF HISTORY OF THE SECOND PROPERTY:**

- a) The land bearing old Survey no. 50/4 new Survey no. 61/4 was originally owned by Shri Dwarakadas Ratanshi

- b) Shri Dwarkadas Ratanshi executed trust deed dated 24/01/1958 and thereby formed a public charitable trust under the provisions of Bombay Public Trust Act, 1950 under the name and style of "Ratanshi Premji Charitable Trust".
- c) An order bearing Tenancy Application No.140/62-63 dated 17/11/1962, the name of Haji Saheb Amir Saheb recorded as a tenant to the portion admeasuring 550 square meters out of the land bearing Survey no. 50/4.
- d) Haji Saheb Aamir Saheb demised on 02/07/1985 leaving behind legal heirs three sons viz. 1) Suleman Haji Saheb Sheikh ,2) Aamir Haji Saheb Sheikh ,3) Hussain Haji Saheb Sheikh and one daughter Fatimabibi Yasim Sheikh as his only legal heirs.
- e) Fatimabibi Yasin Sheikh released and relinquished all her undivided rights, title and interest in respect of land bearing Survey no. 50/4 in favour of her brothers viz. 1) Suleman Haji Saheb Sheikh, 2) Amir Haji Saheb Sheikh and 3) Hussain Haji Saheb Sheikh by executing Release Deed dated 08/03/2007 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/1969/2007.
- f) Mr. Suleman Haji Sheikh and others granted development rights of the First Property in favour of M/s. Haware Engineers and Builders Pvt. Ltd. by executing Development Agreement dated 14/12/2009 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/11164/2009 and also executed Power of Attorney on even date.
- g) The Tahasildar and Agricultural Land Tribunal, Thane determined purchase price of the portion admeasuring 550 square meters from and out of land bearing Survey no. 50/4 u/s. 32 (G) of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. 32G/Mogharpada/58/2007 dated 25/08/2008 to be paid by agricultural tenants Suleman Haji Saheb Sheikh, Aamir Haji Saheb Sheikh, Hussain Haji Saheb Sheikh to the landowners Ratanshi Premji Charitable Trust accordingly the name of tenants were recorded in the occupants column and charge of unpaid consideration was recorded in other rights column of Second Property.
- h) 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-II-III-P-61/C no.28/21/2008 dated 09/09/09 in favour of agricultural tenants Suleman Haji Saheb Sheikh, Aamir Haji Saheb Sheikh, Hussain



Haji Saheb Sheikh. The Tenants paid entire agreed purchase price determined u/s. 32 G, accordingly the charge of unpaid consideration recorded in the other rights column was removed.

- i) Suleman Haji Saheb Sheikh demised on 18/02/2010 leaving behind wife Sharifa Suleman Sheikh and two sons 1) Abbas Suleman Sheikh, 2) Ayaz Suleman Sheikh and three daughters viz. 1) Asgari Abdul Karim Sheikh, 2) Sultana Aslam Sheikh and 3) Rukhsana Suleman Sheikh as his only legal heirs.
- j) As per the order of Tahasildar bearing no. Mahasul/kaksh-1/Hakkanond-1-3/kavi 4936/5580 dated 08.04.2011 and as per the order of Taluka Inspector of Land Records, bearing letter no. Pot hissa/ mauje mogharpada/Du.li/no.582/2010-Ja,no.263 dated 18.02.2010 hissa form no. 12 prepared accordingly the land bearing Survey no 61/4 has been subdivided and renumbered as follows:
  - Survey no. 61/4/1 admeasuring 550 square meters (Second Property)
  - Survey no. 61/4/2 admeasuring 2330 square meters
  - Survey no. 61/4/3 admeasuring 2030 square meters
- k) Hussain Haji Sheikh demised on 19/08/2013 leaving behind wife Roshan Hussain Sheikh, 3 sons viz. 1) Riyaz Hussain Sheikh, 2) Nasir Hussain Sheikh and 3) Mukhtar Hussain Sheikh and one daughter Firdos Ansar Sheikh as his only legal heirs.
- l) Amir Haji Sheikh demised on 05/11/2010 leaving behind wife Khadija Amir Sheikh, 3 sons viz. 1) Faiyaz Amir Sheikh, 2) Niyaz Amir Sheikh, 3) A. Rahiman Amir Sheikh and 3 married daughters 1) Firoz Mushtaque Sheikh, 2) Shabana Sheikh Momin, 3) Jaiban Anis Sheikh as his only legal heirs.
- m) Roshan Hussain Sheikh had executed her last Will dated 18/11/2020, accordingly she bequeathed all her undivided share, right, title and interest in respect of Second Property in favour of her grandson Meraj Riyaz Sheikh. The Said Will is registered with the Sub Registrar of Assurance, Thane at serial No. TNN/5/11951/2010.
- n) The Haware Engineers and Builders Pvt. Ltd. in confirmation with the Sheikh Family agreed to transfer and convey the First Property, Second Property and several other properties in favour of Puranik Builders Pvt. Ltd. and in exchange thereof the Puranik Builders Pvt. Ltd. agreed to transfer and convey the land bearing Survey no. 49/2 situate at village Vadavali, Taluka & District Thane and further relinquished and surrendered rights, title and interests in respect of several other properties by

executing Agreement for Exchange dated 6<sup>th</sup> March 2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/1473/2014.

- o) The Sub-divisional Officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. TD/Te-6/kuv/thane/VIP/S.R.-34/2019 dated 23/09/2020 in respect of the Second Property.
- p) Ayaz Ahmed Suleman Sheikh and 14 others through Power of Attorney Holder M/s. Haware Engineers and Builders Pvt. Ltd. through Power of Attorney Holder Puranik Builders Limited agreed to sell the First Property in favor of Promoters herein i.e. M/s. Gaurav Land Corporation by executing Agreement For Sale dated July 22,2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9754/2021.
- q) 1) Sultan Aslam Sheikh, 2) Aayaz Suleman Sheikh, 3) Sharifa Suleman Sheikh, 4) Asgari Karim Sheikh, 5) Abbas Suleman Sheikh, 6) Ruksana Alias Rukhasana Suleman Sheikh, 7) Faiyaz Amir Sheikh, 8) A.Rahiman Amir Sheikh Alias Rahim Amir Sheikh, 9) Jaiban Alias Jainab Anis Ahaikh, 10) Shabana Shakil Momin (sr. no. 7 to 10) through Power of Attorney Holder M/s. Haware Engineers and Builders Limited through Power of Attorney Holder Promoters herein i.e. M/s. Gaurav Land Corporation through Partner Mr. Gaurav Dhiraj Dedhia, 10) Niyaj Amir Sheikh, 11) Firoz Alias Firoz Mushtaque Sheikh, 12) Khadija Amir Sheikh, 13) Muktar Alias Mukhatar Hussain Sheikh, 14) Firodos Ansar Sheikh, 15) Nasir Hussain Sheikh, 16) Riyaz Hussain Sheikh, 17) Meraj alias Mehraj Riyaz Sheikh conveyed and transferred the First Property in favour of M/s. Gaurav Land Corporation through partners Mr. Gaurav D. Dedhia and Mr. Mukesh P. Dedhia i.e. owners herein by executing Deed of Conveyance dated October 31, 2022, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN1/15108/2022.
- r) Ayaz Ahmed Suleman Sheikh and 14 others through Power of Attorney Holder M/s. Haware Engineers and Builders Pvt. Ltd. through Power of Attorney Holder Puranik Builders Limited executed Power of Attorney dated July 22,2021 in favor of Promoters herein i.e. M/s. Gaurav Land Corporation which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9756/2021.
- s) Sharifa Suleman Sheikh and 6 others confirmed the development agreement dated 14/12/2009 registered at serial no. TNN-5/11165/2009, power of attorney dated

14/12/2009 registered at serial no. TNN-5/642/2009, Agreement For Exchange dated 06/03/2014 registered at serial no. TNN-9/1473/2014, power of attorney dated 06/03/2014 registered at serial no. TNN-9/1477/2014, Agreement For Sale dated 31/03/2021 registered at serial no. TNN-9/9754/2021, power of attorney dated 31/03/2021 registered at serial no. TNN-9/9756/2021 by executing Deed of Confirmation dated 31/10/2022 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/15091/2022.

- t) Sharifa Suleman Sheikh and 6 others executed Power of Attorney dated October 31, 2022 in favour of Promoters herein i.e. M/s. Gaurav Land Corporation which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. TNN-1/15092/2022.
- u) Sultan Aslam Sheikh, Aayaz Suleman Sheikh, Sharifa Suleman Sheikh, Asgari Karim Sheikh, Abbas Suleman Sheikh, Ruksana alias Ruksana Suleman Sheikh, Faiyaz Amir Sheikh, A.Rahiman Amir Sheikh alias Rahim Amir Sheikh, Jaiban alias Jainab Anis Sheikh, Shabana Shakil Momin through Power of Attorney Holder M/s. Haware Engineers and Builders Pvt. Ltd. through Power of Attorney Holder Gaurav land Corporation through Partner Mr. Gaurav Dhiraj Dedhia, Niyaj Amir Sheikh, Firoj alias Fairoj Mushtaque Hussain Sheikh, Firdos Ansar Sheikh, Nasir Hussain Sheikh, Riyaz Hussain Sheikh, Meraj Alias Meharaj Riyaz Sheikh by executing Deed of Conveyance dated October 31, 2022, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/15109/2022.
- v) Faiyaz Amir Sheikh, Jaiban @ Jainab Anis Sheikh, Shabana Shakil Momin confirmed the Agreement for Sale dated 31/03/2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9754/2021 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/9756/2021 and confirmation Deed dated 31.10.2022, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/15091/2022 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/15092/2022 and conveyance deed dated 31/10/2022 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/15108/2022 by executing Deed of Confirmation dated 16/01/2023 which is

duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/335/2023.

- w) Faiyaz Amir Sheikh, Jaiban @ Jainab Anis Sheikh, Shabana Shakil Momin executed Power of Attorney dated January 16, 2023 in favour of Promoters herein i.e. M/s. Gaurav Land Corporation which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/337/2023.
- x) Abdul Rahim Amir Sheikh confirmed the Agreement for Sale dated 31/03/2021 registered at serial no. TNN-9/9754/2021, power of attorney dated 31/03/2021 registered at serial no. TNN-9/9756/2021, confirmation Deed dated 31.10.2022 registered at serial no. TNN-1/15091/2022, power of attorney dated 31.10.2022 registered at serial no. TNN-1/15093/2022 and conveyance deed dated 31/10/2022 registered at serial no. TNN-1/15108/2022, confirmation Deed dated 16/01/2023 registered at serial no. TNN-1/335/2023, power of attorney dated 16/01/2023 registered at serial no. TNN-1/337/2023 by executing Deed of Confirmation dated 10/05/2023, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/3391/2023.
- y) Abdul Rahim Amir Sheikh executed Power of Attorney dated May 10, 2023 in favour of Promoters herein i.e. M/s. Gaurav land Corporation which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-1/3393/2023.

**B. APPROVALS AND PERMISSIONS:**

**i. Permission u/s. 43 of MTAL Act:**

- a) The Sub-Divisional Officer, Thane granted permission u/s. 43 of MTAL Act bearing order no. TD/Te-6/kuv/VIP/S.R.-35/2019 dated 23/09/2020 in respect of the First Property.
- b) The Sub-divisional Officer, Thane granted permission u/s. 43 of MTAL Act bearing order no. TD/Te-6/kuv/ VIP/S.R.-34/2019 dated 23/09/2020 in respect of the Second Property.

**ii. Commencement certificate:**

The Thane Municipal Corporation has granted commencement certificate dated 14/08/2023 VP.No.SO6/0389/23/ TMC/TDD/4457/23 in respect of First Property and Second Property.

**C. 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:

Building no.	Present Sanction	Proposed Revision
1	Ground commercial floor & 1 <sup>st</sup> to 7 <sup>th</sup> floor	Ground commercial floor & upto 8 upper floors
2	Stilt + 1 <sup>st</sup> to 7 <sup>th</sup> Floor	Stilt + 1 <sup>st</sup> to upto 8 upper floors
3	Stilt + 1 <sup>st</sup> to 7 <sup>th</sup> Floor	Stilt + 1 <sup>st</sup> to upto 8 upper floors
Parking Tower	12 Levels	Upto 14 Levels

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. The Developers may amalgamate other adjacent properties with the Said Property and carry out phase wise development therein, by utilizing entire development potential of such amalgamated plot. 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.

**D. SAID COMPLEX:**

The Developers shall carry out and complete construction of all the 3 buildings along with the parking tower, collectively known as “**ACE ARISTO**” 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.

**E. RIGHTS OF THE DEVELOPER:**

The Developers have been developing the Said Complex on the portion of Said Property with provision of parking spaces 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 the adjacent property bearing Survey no. \_\_\_\_\_, hissa no. \_\_\_\_\_ 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.

**F. 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. N. J. Singh (M/s. \_\_\_\_\_) as structural engineer for the preparation of the structural designs of the said Building.

**G. 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 has issued Title Certificate in respect of the Said Entire Property

described in the Schedule hereunder written, dated -----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 ARISTO**” (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.

#### **I. 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 ARISTO" 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).

In addition to the agreed consideration, the Purchaser shall also be responsible for payment of GST and other taxes and charges to the Developers as shall be applicable from time to time. 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. In addition to the sale price, the Purchaser shall also be responsible for payment of GST as per the rules and regulation as shall be applicable from time to time. The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement.

PAYMENT SCHEDULE

SR. NO.	INSTALMENTS	PERCENTAGE	PRINCIPAL AMOUNT
1.	On Booking.	10%	
2.	On execution & registration of the present agreement	10%	
3.	On Completion of Plinth	25%	
4.	On Completion of 2 <sup>nd</sup> slab	5%	
5.	On Completion of 4 <sup>th</sup> slab	5%	
6.	On Completion of 6 <sup>th</sup> slab	5%	
7.	on completion of top slab	5%	
8.	On Completion of blockwork	5%	
9.	On Completion of internal gypsum	5%	
10.	On Completion of external plaster	4%	
11.	On Completion of flooring work	4%	
12.	On Completion of external painting	4%	
13.	On Completion of door and window work	4%	
14.	On Completion of electrical fittings, lifts	4%	
15.	On 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 9 months.
- (iii) Rs. \_\_\_\_\_/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.

(iv) Rs. \_\_\_\_\_/- towards GST applicable for preceding clause no. (i) to (iii) 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) 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/Conveyance 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/Conveyance 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. **OR** 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 buildings forming part of Said Complex have been sanctioned for Residential & commercial purpose. The Developers shall have right to change floor plan of any floor in any building by taking consent of Purchasers of premises in the relevant

floor of the building only and other Purchasers shall not have any objection for change of floor plan of other floors and such change shall be minor alteration.

## 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 Promoter shall give possession of the Said Premise to the Allottee on or before \_\_\_\_\_ . If the Promoter fails or neglects to give possession of the Said Premises 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 Said Premises with interest 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 Said Premises on the aforesaid date, if the completion of building in which the Said Premises is to be situated is delayed on account of force majeure circumstances as mentioned hereinbelow.
- (c) 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.
- (d) If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(a)), then, 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.

- (e) However, 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 hereinafter.
- (f) 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).
- (g) 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/ altered 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 the Said Complex as approved by Planning Authority.
- b. The said Premises along with the Said Complex shall be subject to the provisions of 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. 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 that 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 DG Sets, 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, 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 be 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.

**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 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.

## **8.2 Formation of Co-operative Society or condominium of Apartment:**

The Developers may form and register single or separate Co-Operative Housing Society of the Purchaser(s) of the Premises in the all 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 buildings have booked their apartment.

## **8.3 Formation of Apex Body of Co-operative Society:**

The Developers may in their sole and unfettered discretion form Apex Body of Co-operative Societies, which can be either Apex Co-Operative Society or Non-profit Company under Companies Act, 2013. The said Apex Body shall be registered only after all the buildings in the Said Complex shall have been fully developed and individual societies are promoted. The Purchaser(s) shall become a member of the said individual Society and Apex Society which are to be formed solely for the purpose of the administration management and maintenance of the Said Property and from time to time sign all proposals and applications for registration thereof including the bye-laws thereof and return the same to the Developers within seven days of receipt thereof without objecting to any changes, modifications as may have to be made in the same as the Developers may think proper, actively assist and co-operate in the formation and registration thereof and for such purpose from time to time sign all letters, writings and documents and do all other acts, deeds, matters and things as the Developers and/or such Society may reasonably require. No objection shall be given by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum or Articles of Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

## **8.4 Structure, Membership and Stake holding in the Apex Body:**

The respective Societies shall have shareholding in the Apex Body in the proportion of aggregate usable Carpet area of all the Societies. All the concerned societies

formed for the buildings in the complex shall hold shares in the proportion of their respective usable carpet area in the said Complex. The Apex Body shall be preferably a non-profit company to be governed under the provisions of Companies Act, 2013.

#### **8.5 Rules, Regulations and By-Laws of Co-Operative Society/ies and Apex Body:**

The Apex Body 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 societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Apex Body/Society by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The Apex Body may be constituted under the guidelines to be framed by the Developers and the Apex Body if formed, shall maintain, govern and administer the infrastructure of the Said Property on the basis of such guidelines. The Apex Body 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 Apex Body 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 Apex Body 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 Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developers have full power, control and absolute authority to 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 all the Buildings regarding monthly maintenance charges or otherwise to enable the said Developers to effectively maintain the said infrastructure facilities. The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Developers and the Purchaser(s) shall has/have no right to question and dispute the decision of the Developers in regards to their powers and the authority for

maintaining and managing 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 a 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 Apex Society will be collected and paid to the Developers in advance from each of the societies of the respective individual building/s and in the event of the said Society not being promoted as envisaged then the respective Purchaser(s) hereby agrees to contribute for promotion of the said Apex Society as may be demanded by the Developers.

#### **8.6 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 and/or Apex Body registered for the said Complex 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.

#### **8.7 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.

#### **8.8 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.

#### **8.9 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/ buildings out 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,specificationsetc.in respectthereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/or without obtaining in writingpermission from the Developersfor the same. Further in such eventuality the Allottee shall be bound to deposit withtheDevelopersRs.

50,000/- (Rupees Fifty Thousand Only) asinterest 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 PROPERTY**

1) Portion admeasuring 1404.82 square meters from and out of all pieces and parcels of land bearing Survey No. 51, Hissa No. 1, admeasuring 1570 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and 2) Portion admeasuring 390.50 square meters from and out of all pieces and parcels of land bearing Old Survey No. 50 New Survey No. 61 Hissa No. 4/1, admeasuring 550 square meters lying, being and situate at Village Mogharpada 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 SECOND 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 ARISTO”.

**SIGNED, SEALED AND DELIVERED    )**

By the within names **“DEVELOPERS”    )**

**M/S. GAURAV LAND CORPORATION**

through Partners

**i) Mr. Mukesh P. Dedhia**

**ii) Mr. Gaurav Dhiraj Dedhia**

In the presence of

1.

2.

**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