

AGREEMENT

THIS AGREEMENT made and entered into at Bhayandar on this ____ day of _____ 20____, BETWEEN: M/s. G N DEVELOPERS., a PARTNERSHIP FIRM having its office at _____, through its Partners _____, hereinafter referred to as "PROMOTER" (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the ONE PART AND SHRI/SMT./M/s. _____ having address at _____

_____ hereinafter referred to as "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS :

1. Shri Motiram Shivram Bhoir was the owner of land bearing Old Survey No. 181, New Survey No. 50, Hissa No. 7/A, admeasuring 3380 sq. meters, Old Survey No. 181, New Survey No. 50, Hissa No. 9, admeasuring 400 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 3, admeasuring 467 sq. meters, situate, lying and being at Village

Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short, hereinafter jointly and collectively referred to as the "**Larger Property**")

2. By an Agreement, dated 6th April, 1993, Shri Motiram Shivram Bhoir had agreed to sell the larger property to Shri Kishor K. Shah at the price and on the terms and conditions mentioned therein.
3. Shri Motiram Shivram Bhoir died intestate on 21st April, 1996 leaving behind his widow by name Smt. Kusumbai Motiram Bhoir, a son by name Shri Anil Motiram Bhoir, two daughters namely Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir as his heirs and legal representatives.
4. By a Mutation Entry No. 1702, dated 1st November, 1996, the names of Smt. Kusumbai Motiram Bhoir, Shri Anil Motiram Bhoir, Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir came to be recorded in the 7/12 extract of the larger property the heirs of late Shri Motiram Shivram Bhoir.
5. Smt. Kusumbai Motiram Bhoir died intestate leaving behind her son by name Shri Anil Motiram Bhoir, two daughters namely Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir as her heirs and legal representatives.
6. By a Triparty Agreement for Sale cum Development, dated 17th May, 2005, Shri Anil Motiram Bhoir, Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir with the con-

sent and confirmation of Shri Kishor K. Shah had agreed to sell the land bearing Old Survey No.181, New Survey No.50, Hissa No.7/A, admeasuring 3380 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short, hereinafter referred to as the "**First Property**") to Shri Jayesh Kanji Maru at the price and on the terms and conditions stipulated therein.

7. In pursuance of a Triparty Agreement for Sale cum Development, dated 17th May, 2005, Shri Anil Motiram Bhoir, Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir had executed an Irrevocable General Power of Attorney, dated 17th May, 2005 in favour of Shri Jayesh Kanji Maru conferring upon him several powers inter-alia power to sell the first property to the person or persons of his choice.
8. By an Agreement for Sale cum Development, dated 28th October, 2005, Shri Jayesh Kanji Maru had agreed to sell, transfer and assign the first property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
9. In pursuance of an Agreement for Sale cum Development, dated 28th October, 2005, Shri Jayesh Kanji Maru had executed an Irrevocable General Power of Attorney, dated 26th May, 2006 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/4766/2006 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s.G.N.Construction conferring upon him several powers inter-alia power to develop the first property by constructing building/s thereon.

10. In the 7/12 extract of the first property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government. By a Deed of Release, dated 27th May, 2009, the Estate Investment Co., Pvt. Ltd., had released, relinquished and given up their claim in respect of the first property in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction for the consideration mentioned therein.
11. Shri Anil Motiram Bhoir, Ms. Rajashree Motiram Bhoir and Ms. Vasanti Motiram Bhoir, being the heirs of late Shri Motiram Shivram Bhoir and late Smt. Kusum Motiram Bhoir had executed a Power of Attorney, dated 25th May, 2005 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/3885/2005 in favour of Shri Kishor K. Shah conferring upon him several powers inter-alia power to deal with the land bearing Old Survey No. 181, New Survey No. 50, Hissa No. 9, admeasuring 400 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 3, admeasuring 467 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short, hereinafter jointly and collectively referred to as the "**Second Property**").
12. By an Agreement for Sale cum Development, dated 18th April, 2008, Shri Kishor K. Shah had agreed to sell the second property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
13. In pursuance of an Agreement for Sale cum Development, dated 18th April, 2008, Shri Kishor K. Shah had executed an

Irrevocable General Power of Attorney, dated 21st April, 2008 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/04767/2008 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction conferring upon him several powers inter-alia power to develop the second property by constructing building/s thereon.

14. In Other Rights Column of 7/12 extract of the second property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction has obtained No Objection Certificate No. EI/NOC/311/2010, dated 10th November, 2010 from the Estate Investment Co., Pvt. Ltd., to deal with the second property.
15. Smt. Tulsibai Govind Patil, Shri Govind Babaji Patil, Smt. Meena Govind Patil, Shri Bharat Govind Patil, Shri Deepak Govind Patil and Smt. Jayabai Yashwant Bhoir are the owners of land bearing Old Survey No.181, New Survey No.50, Hissa No. 7/B admeasuring 3000 sq. meters, situate, lying and being at village Mira, Taluka and District Thane and in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayander Municipal Corporation (for short, hereinafter referred to as the **“Third Property”**).
16. By an Agreement for Sale, dated 10th September, 1989, Smt. Tulsibai Govind Patil, Shri Govind Babaji Patil, Smt. Meena Govind Patil, Shri Bharat Govind Patil and Shri Deepak Govind Patil had agreed to sell the third property to M/s.United

Corporation at the price and on the terms and conditions therein.

17. In pursuance of an Agreement for Sale, dated 10th September, 1989, Smt. Tulsibai Govind Patil, Shri Govind Babaji Patil, Smt. Meena Govind Patil, Shri Bharat Govind Patil and Shri Deepak Govind Patil had executed an Irrevocable General Power of Attorney, dated 2nd June, 2005 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No.TNN-10/03526/ 2005 in favour of M/s. United Corporation conferring upon them several powers inter-alia power to sell the third property to the person or persons of their choice.
18. Smt. Jayabai Yashwant Bhoir was not a party to an Agreement for Sale, dated 10th September, 1989 and Irrevocable General Power of Attorney, dated 2nd June, 2005 executed by Smt. Tulsibai Govind Patil, Shri Govind Babaji Patil, Smt. Meena Govind Patil, Shri Bharat Govind Patil and Shri Deepak Govind Patil in favour of M/s. United Corporation in respect of the third property.
19. By executing Supplemental Agreement, dated 2nd June, 2005, Smt. Jayabai Yashwant Bhoir, Smt. Meena Govind Patil, Shri Bharat Govind Patil and Shri Deepak Govind Patil had confirmed and ratified an Agreement for Sale, dated 10th September, 1989 and an Irrevocable General Power of Attorney, dated 2nd June, 2005 executed by and between the parties thereto in respect of the third property.
20. Simultaneous to the execution of the Supplemental Agreement, dated 2nd June, 2005, Smt. Jayabai Yashwant Bhoir, Smt. Meena Govind Patil, Shri Bharat Govind Patil and Shri

Deepak Govind Patil had executed a Power of Attorney, dated 27th October, 2005 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/8095/2005 in favour of Shri. Mahesh N. Patel, being one of the partners of M/s. United Corporation conferring upon him power to deal with the third property.

21. By an Agreement for Sale cum Development, dated 9th July, 2005 M/s. United Corporation in its turn had agreed to sell, transfer and assign all its right, title and interest in respect of the third property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
22. In pursuance of an Agreement for Sale cum Development, dated 9th July, 2005, the partners of M/s. United Corporation had executed a General Power of Attorney, dated 27th October, 2005 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/08095/2005 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Construction conferring upon him several powers inter-alia power to develop the third property by constructing building/s thereon.
23. In 7/12 extract of the third property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government. By a Deed of Release, dated 27th May, 2009, the Estate Investment Co., Pvt. Ltd., had released, relinquished and given up their right in the third property in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction.

24. Mrs. Maribai Sukur Patil was the owner of land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 6, admeasuring 600 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the **"Fourth Property"**).
25. By a Deed of Conveyance, dated 12th December, 1978, Mrs. Maribai Sukur Patil had sold, transferred and conveyed the fourth property to Smt. Kusum Deepak Patil for the consideration mentioned therein.
26. By a Mutation Entry No. 1578, dated 31st January, 1992, the name of Smt. Kusum Deepak Patil came to be recorded in the 7/12 extract of the fourth property as the owner thereof.
27. By an Agreement, dated 3rd December, 2007, Smt. Kusum Deepak Patil had agreed to sell the fourth property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
28. In pursuance of an Agreement dated 3rd December, 2007, Smt. Kusum Deepak Patil had executed an Irrevocable General Power of Attorney, dated 4th December, 2007 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/10459 /2007 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Construction, conferring upon him several powers inter-alia power to develop the fourth property by constructing building thereon.

29. Shri Hiren Venilal Sewak, being one of the partners of M/s. Buildwell Developers was claiming his purported right in the fourth property through Smt. Kusum Deepak Patil and her predecessors in title.
30. Shri Hiren Venilal Sewak had filed a Regular Civil Suit No.215 of 1992 in the Court of Civil Judge (S.D.) Thane against Smt.Kusum Deepak Patil and 13 others for seeking an order of declaration and injunction in respect of the fourth property.
31. By invoking the provisions of Order-1, Rule-10 of the Code of Civil Procedure, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had got impleaded as one of the party Defendants in Regular Civil Suit No. 215 of 1992.
32. M/s. Buildwell Developers and its partners failed to contest Regular Civil Suit No. 215 of 1992. Hence, by an Order, dated 15th November, 2019, the Ld. Jt. Civil Judge (S.D.) Thane was pleased to disposed off Regular Civil Suit No.215 of 1992 for want of prosecution.
33. In Other Rights Column of 7/12 extract of the fourth property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had obtained No Objection Certificate No. EI/NOC/314/2010, dated 10th November, 2010 from the Estate Investment Co., Pvt. Ltd., to deal with the fourth property.
34. Smt. Vithabai Waman Patil was the owner of land bearing Old Survey No.182, New Survey No.49, Hissa No.4, admeas-

uring 2610 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short, hereinafter referred to as the **“Fifth Property”**).

35. By a registered Deed of Conveyance, dated 26th May, 1960 Smt. Vithabai Waman Patil had sold, transferred and conveyed the fifth property to Shri Laxman Kashtya Patil for the consideration mentioned therein.
36. By a Mutation Entry No. 1064, dated 26th November, 1972, the name of Shri Laxman Kashtya Patil came to be recorded in the 7/12 extract of the fifth property as the owner thereof.
37. Shri Laxman Kashtya Patil died intestate leaving behind his widow by Smt. Babibai Laxman Patil, two sons namely Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and a daughter by name Ms. Nirmala Laxman Patil as his heirs and legal representatives entitled to the estate of the deceased including the fifth property.
38. By a Mutation Entry No.1150, dated 2nd October, 1977, the names of Smt. Babibai Laxman Patil, Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Ms. Nirmala Laxman Patil came to be recorded in the 7/12 extract of the fifth property as the heirs of late Shri Laxman Kashtya Patil.
39. By an Agreement, dated 3rd April, 1983, Smt. Babibai Laxman Patil, Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Ms. Nirmala Laxman Patil had agreed to sell the fifth property to Shri Babulal Jaggannath Agarwal

and Shri Premkumar Agarwal at the price and on the terms and conditions stipulated therein.

40. Smt. Babibai Laxman Patil died intestate leaving behind her two sons namely Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and a daughter by name Ms. Nirmala Laxman Patil as her heirs and legal representatives entitled to the undivided share of the deceased in the fifth property.
41. Pending the finalization of the sale transaction by and between the parties to an Agreement, dated 3rd April, 1983 in respect of the fifth property, Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Nirmala Laxman Patil had agreed to sell the fifth property to Shri Kishor K. Shah vide an Agreement, dated 12th April, 1993 at the price and on the terms and conditions stipulated therein.
42. In pursuance of an Agreement, dated 12th April, 1993, Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Ms. Nirmala Laxman Patil had executed a Power of Attorney, dated 4th July, 1993 registered in the office of Sub-Registrar of Assurance at Mumbai under Sr.No.BOM/R/3421/1/8/1993 in favour of Shri Kishor K. Shah conferring upon him several powers inter-alia power to sell the fifth property to the person or persons of his choice.
43. By an Agreement, dated 17th August, 2006, Shri Kishor K. Shah with the consent and confirmation of Shri Babulal Jaggannath Agarwal and Shri Premkumar Agarwal had agreed to sell the fifth property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.

44. In pursuance of an Agreement dated 17th August, 2006, Shri Kishor K. Shah had executed an Irrevocable General Power of Attorney, dated 17th August, 2006 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/07113/2006 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction conferring upon him several powers inter-alia power to develop the fifth property by constructing building/s thereon.
45. In Other Rights Column of 7/12 extract of the fifth property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had obtained No Objection Certificate No. EI/NOC/313/2010, dated 10th November, 2010 from the Estate Investment Co., Pvt. Ltd., to deal with the fifth property.
46. In the 7/12 extract of the fifth property, the name of Shri Laxmikant Atmaram Patil alias Shekar Laxman Patil was erroneously recorded and to confirm the absolute right and title of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction in respect of the fifth property, Shri Laxmikant Atmaram Patil alias Shekar Laxman Patil at his free will and volition had executed a General Power of Attorney, dated 13th February, 2023 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/2841/2023 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction conferring upon him several powers inter-alia power to do various acts, deeds, things and matters pertaining to the fifth property in his absolute discretion as the absolute owner thereof.

47. Shri Keshav Hari Bhoir was the owner of land bearing Old Survey No. 182, New Survey No. 49 Hissa No. 5, admeasuring 2070 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 8, admeasuring 100 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short hereinafter jointly and collectively referred to as the **“Sixth Property”**)
48. Shri Keshav Hari Bhoir died intestate in or about the year 1968 leaving behind his daughter by name Smt. Jayabai Yashwant Bhoir as his only heir and legal representative entitled to the estate of the deceased including the sixth property.
49. By a Mutation Entry No.947, dated 6th April, 1968, the name of Smt. Jayabai Yashwant Bhoir came to be recorded in the 7/12 extract of the sixth property as the owner thereof.
50. By a Development Agreement, dated 3rd May, 2007 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/04116/2007, Smt. Jayabai Yashwant Bhoir had agreed to grant and assign the development rights of the sixth property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
51. In pursuance of a Development Agreement, dated 3rd May, 2007, Smt. Jayabai Yashwant Bhoir had executed an Irrevocable General Power of Attorney, dated 3rd May, 2007, registered in the office of Sub-Registrar of Assurance at Thane

under Sr. No. TNN-4/ 04117/2007 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction conferring upon him several powers inter-alia power to develop the sixth property by constructing building/s thereon.

52. In Other Rights Column of 7/12 extract of the sixth property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had obtained No Objection Certificate No. EI/NOC/312/2010, dated 10th November, 2010 and No Objection Certificate No. EI/NOC/ 663/2011, dated 15th December, 2011 from the Estate Investment Co., Pvt. Ltd., to deal with the sixth property.
53. Shri Bistur Rama Bhoir was the owner of land bearing Old Survey No.181, New Survey No. 50, Hissa No.10, admeasuring 217 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayander Municipal Corporation (for short, hereinafter referred to as the **“Seventh Property”**).
54. Shri Bistur Rama Bhoir died intestate on 9th April, 1974 leaving behind his widow Smt. Diwalibai Bistur Bhoir, three sons namely Shri Ramchandra Bistur Bhoir, Shri Vishnu Bistur Bhoir, Shri Madhukar Bistur Bhoir, two married daughters namely Smt. Kamlabai Hukumchand Bhoir and Smt. Kusumbai Kashinath Patil as his heirs and legal representatives entitled to the estate of the deceased including the seventh property.

55. Smt. Diwalibai Bistur Bhoir died intestate on 18th December, 2000 leaving behind her Shri Ramchandra Bistur Bhoir, Shri Vishnu Bistur Bhoir, Shri Madhukar Bistur Bhoir, Smt. Kamlabai Hukumchand Bhoir and Smt. Kusumbai Kashinath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the seventh property.
56. Shri Ramchandra Bistur Bhoir died intestate on 29th June, 2003 leaving behind his widow by name Smt. Girijabai Ramchandra Bhoir, two sons namely Shri Pramod Ramchandra Bhoir, Shri Vinod Ramchandra Bhoir, two daughters namely Smt. Vimal Kanha Gharat and Smt. Chandrakala Vijay Bhoir as his heirs and legal representatives entitled to the undivided share of the deceased in the seventh property.
57. Smt. Kusumbai Bistur Bhoir died intestate leaving behind her widower by name Shri Anand Kashinath Patil, three married daughters namely Smt. Chaguna Kanha Gharat, Smt. Rohini Atmaram Patil, Smt. Rajibai Raju Patil and a son by name Shri Naresh Kashinath Patil as her heirs and legal representatives entitled to the undivided share of the deceased in the seventh property.
58. By a Mutation Entry No. 1817, dated 1st March, 2006, the names of Shri Vishnu Bistur Bhoir, Madhukar Bistur Bhoir, Smt. Kamlabai Hukumchand Bhoir, Smt. Girijabai Ramchandra Bhoir, Shri Pramod Ramchandra Bhoir, Shri Vinod Ramchandra Bhoir, Smt. Vimal Kanha Gharat, Smt. Chandrakala Vijay Bhoir, Shri Anand Kashinath Patil, Smt. Chaguna Kanha Gharat, Smt. Rohini Atmaram Patil, Smt.

Rajibai Raju Patil and Shri Naresh Kashinath Patil came to be recorded in the 7/12 extract of the seventh property as the heirs of late Smt. Diwalibai Bistur Bhoir, late Shri Ramchandra Bistur Bhoir and late Smt. Kusumbai Bistur Bhoir.

59. By an Agreement for Sale cum Development, dated 8th March, 2006, Shri Vishnu Bistur Bhoir and others had agreed to sell the seventh property to Shri Sudhir Vithal Ghosalkar at the price and on the terms and conditions stipulated therein.
60. In pursuance of an Agreement for Sale cum Development, dated 8th March, 2006, Shri Vishnu Bistur Bhoir and others had executed an Irrevocable General Power of Attorney, dated 6th July, 2006 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/06050/2006 in favour of Shri Sudhir Vithal Ghosalkar conferring upon him several powers inter-alia power to sell the seventh property to the person or persons of his choice.
61. By an Agreement for Sale cum Development, dated 7th June, 2007, Shri Sudhir Ghosalkar in his turn had agreed to sell the seventh property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
62. In pursuance of an Agreement for Sale cum Development, dated 7th June, 2007, Shri Sudhir Ghosalkar in the capacity of Smt. Chaguna Kanha Gharat and others had executed an Irrevocable General Power of Attorney, dated 28th November, 2007 registered in the office of Sub-Registrar of

Assurance at Thane under Sr.No.TNN-4/10281/2007 in favour of Shri Uday Ghanshyam Naik, proprietor of M/s.G.N.Construction conferring upon him several powers inter-alia power to develop the seventh property by constructing building/s thereon.

63. In Other Rights Column of 7/12 extract of the seventh property, the name of Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had obtained No Objection Certificate No. EI/NOC/310/2010, dated 10th November, 2010 from the Estate Investment Co., Pvt. Ltd., to deal with the seventh property.
64. By a Development Agreement, dated 6th January, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/860/2012, Smt. Vimal Kanha Gharat in her turn had agreed to sell her undivided right, title, interest and share in the seventh property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction at the price and on the terms and conditions stipulated therein.
65. By a Deed of Conveyance, dated 6th February, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/867/2012, Smt. Kamlabai Hukumchand Bhoir, Smt. Dwarkabai Manohar Bhoir and Shri Nitesh Manohar Bhoir had sold, transferred and conveyed the seventh property to Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction for the consideration mentioned therein.

66. By a Development Agreement, dated 12th March, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN- 7/1943/2012, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had granted the development rights of Building No. 19, 'A' Type, admeasuring 2879.01 sq. meters of F.S.I. the then to be constructed in the layout of land bearing Old Survey No. 181, New Survey No. 50, Hissa No. 7(Part), situate, lying and being at Village Mira, Taluka and District Thane including the second, fourth to seventh property (for short hereinafter referred to as the **"Building No.19-A"**) to M/s. Shashwat Developers at the price and on the terms and conditions stipulated therein.
67. In pursuance of Development Agreement, dated 12th March, 2012, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had executed a Power of Attorney, dated 12th March, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/1944/2012 in favour of the partners of M/s. Shashwat Developers conferring upon them several powers inter-alia power to construct Building No.19-A in the layout of land bearing Old Survey No. 181, New Survey No. 50, Hissa No. 7(Part), situate, lying and being at Village Mira, Taluka and District Thane including the second, fourth to seventh property.
68. By a Development Agreement, dated 30th November, 2019 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN- 10/9435/2019, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had granted the development rights of Building No. 21, 'C' Type consisting of Stilt + One Upper Floor, admeasuring 197.99 sq. meters and additional area proposed to be amended after loading of TDR/DRC of 2681.02 sq. meters, totally

admeasuring 2879.01 sq. meters of F.S.I. comprising total 58 flats having plinth area admeasuring 292.75 sq. meters the then to be constructed in the layout of the fifth and sixth property (for short hereinafter referred to as the (**“Building No.21”**) to M/s. G.N. Developers at the price and on the terms and conditions stipulated therein.

69. By a Development Agreement, dated 10th June, 2022 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN- 10/9506/2022, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had granted the development rights of Building No.22, 'D' Type consisting of Ground + Twenty-two floors comprising 85 flats, totally admeasuring 5783.97 sq. meters the then to be constructed in the layout of the fourth to sixth property (for short hereinafter referred to as the **“Building No.22”**) to M/s. Raj Infraempire Pvt. Ltd., at the price and on the terms and conditions stipulated therein.
70. In pursuance of registered Development Agreement, dated 10th June, 2022, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had executed an Irrevocable General Power of Attorney, dated 10th June, 2022 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No.TNN- 10/9507/2022 in favour of the directors of M/s. Raj Infraempire Pvt. Ltd., conferring upon them several powers inter-alia power to develop Building No. 22 then to be constructed in the layout of the fourth to sixth property.
71. By a Deed of Conveyance, dated 22nd December, 2020, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/9737/2020, Shri Anil Motiram Bhoir and others had conveyed the land bearing Old Survey No. 181, New Survey No. 50, Hissa No. 7/A, admeasuring 3380

sq.meters and Old Survey No. 181, New Survey No. 50, Hissa No. 7/B, admeasuring 3000 sq.meters, situate at Village Mire, Taluka and District Thane to Shri Shashvat Building No. 1 to 5 Co-operative Housing Society Ltd.,.

72. By a Supplementary Agreement for Development, dated 13th December, 2023, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-10/22194/2023, Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction had granted development rights of additional F.S.I of the Building No. 21 i.e. an admeasuring 1838.02 sq. meters the then to be constructed in the layout of the fifth and sixth property to M/s. G.N. Developers at the price and on the terms and conditions stipulated therein.
73. Shri Uday Ghanshyam Naik, proprietor of M/s. G. N. Construction in the capacity of Developer of the first to seventh property had obtained following permissions and sanctions from the authorities concerned for constructing buildings in the layout of the first to seventh property.
- i. Order No. ULC/TA/Mira/SR-16, dated 17th August, 1988 from the Addl. Collector and Competent Authority, Thane.
 - ii. Order No. ULC/TA/ATP/WSHS-20/SR-1735, dated 24th January, 2007 from the Addl. Collector and Competent Authority, Thane.
 - iii. N.A. Permission No. Revenue/K-1/T-1/NAP/SR/81/06, dated 13th March, 2007 granted by the Collector of Thane pertaining to the first to seventh property.

- iv. Order No. ULC/TA/ATP/Section -20/BD/SR-564 +1601, dated 28th August, 2009 from the Addl. Collector and Competent Authority, Thane.
- v. Layout Plan No. MB/MNP/NR/ 2233/2008-2009, dated 27th August, 2009 approved by the Mira Bhayandar Municipal Corporation pertaining to first to seventh property.
- vi. No Objection Certificate No. E.I./NOC/310 to 314, dated 10th November, 2010, No Objection Certificate No. E.I./NOC/ 663/2011, dated 15th December, 2011 and No Objection Certificate No. RE/841, dated 1st December, 2006 issued by the Estate Investment Co., Pvt. Ltd., to convert the first to seventh property for non-agricultural use.
- vii. Commencement Certificate No. MB/MNP/NR/770/2011 -12, dated 31st May, 2011 issued by the Mira Bhayandar Municipal Corporation to commence with the construction of the following buildings in the layout of the first to seven the property.
 - a. Building No. A consisting of Stilt + 15 Upper Floors.
 - b. Building No. B consisting of Stilt + Ten Upper Floors.
 - c. Building No. C consisting of Stilt + One Upper Floor.
 - d. Building No. D consisting of Stilt + One Upper Floor.

- e. Building No. E consisting of Stilt + One Upper Floor.
- viii. Provisional No Objection Certificate No. MBMC/FIRE/103/ 2011-12 dated 18th June, 2011 issued by the Chief Fire Officer of the Mira Bhayandar Municipal Corporation for constructing the buildings.
- ix. Revised No Objection Certificate No. MBMC/FIRE/83/ 2022-23 dated 12th April, 2022 issued by the Chief Fire Officer of the Mira Bhayandar Municipal Corporation for constructing the buildings.
- x. Revised Commencement Certificate No. MNP/NR/2446/ 2023-24, dated 1st November, 2023 issued by the Mira Bhayandar Municipal Corporation to commence with the construction of the following buildings in the layout of the first to seven the property.
 - a. Building No. B consisting of Stilt + Twenty Two Upper Floors.
 - b. Building No. C consisting of Stilt + Twenty Two Upper Floor.
 - c. Building No. D consisting of Stilt + Nineteen Upper Floor.
 - d. Building No. E consisting of Stilt + One Upper Floor.
 - e. Parking Tower consisting of Ground + Eight Upper Floor.

74. Title Clearance Certificate, dated _____ issued by the Advocate of the Promoter certifying that title to the first to seventh property is clear, marketable and free from all encumbrances. Hereto annexed and marked as **Annexure** -____ is the photo copy of Title Clearance Certificate, dated _____.
75. In the premises aforesaid, the Promoter herein is absolutely entitled to construct the said building, more particularly described in the Second Schedule hereunder written.
76. The Promoter herein has undertaken the work of construction of Building No. 21, 'C' Type consisting of Stilt + Twenty Two Upper Floors, admeasuring **5783.97 sq.meters** to be constructed in the layout of the Fifth to Sixth property , more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **"Said Building"** for the sake of brevity and convenience).
77. The Promoter hereby represent that save and except the permissions and sanctions granted by the authorities concerned as mentioned in the foregoing recitals no any permissions or sanctions required by the Promoter to proceed with the construction of the building in the layout of the fifth to sixth property as per the approved plan.
79. The Promoter hereby represent that the fifth to sixth property, more particularly described in the Second Schedule hereunder written is in its exclusive physical possession as the owner thereof.

80. The Promoter are entitled and enjoyed upon to construct the building in the layout of the fifth to sixth property as per the plan sanctioned and approved by the Mira Bhayandar Municipal Corporation.
81. Based upon the permissions and sanctions granted/to be granted by the authorities concerned as referred in the foregoing recitals, the Promoter has undertaken the work of construction of the said building.
82. The Allottee has offered a Flat No._____, admeasuring _____ on the _____ floor in 'C' Type Building in the Complex known "_____", being constructed in the layout of the fifth to sixth property, more particularly described in the Third Schedule hereunder written (hereinafter referred to as the **"Said Flat"** for the sake of brevity and convenience). Hereto annexed and marked as **Annexure-___** is the description of the flat along with boundaries in all four directions.
83. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
84. The Promoter has registered the project under the provisions of the Act with the Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate Regulatory Authority at Thane under Registration No._____. Hereto annexed and marked

as **Annexure-_____** is the photo copy of the Registration Certificate of the said property.

85. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
86. By virtue of the agreements executed by and between the parties thereto read with power of attorneys as mentioned in the foregoing recitals, the Promoter has sole and exclusive right to sell the flats in the said building to be constructed by the Promoter on the said property, more particularly described in the Second Schedule hereunder written and to enter into agreement/s with the Allottee/s of the flats and to receive the sale consideration in respect thereof.
87. On demand from the Allottee/s, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specification prepared by the Promoter's Architects _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Said Act**") and the Rules and Regulations made thereunder.
88. The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Vil-

lage Forms VI and VII and XII and other relevant revenue record showing the nature of the title of the Promoter to the said property on which the building is to be constructed have been annexed hereto and marked as **Annexure-____** and **Annexure-____** respectively.

89. The authenticated copies of the plans of the layout as approved by the Mira Bhayandar Municipal Corporation. Hereto annexed and marked as **Annexure-____** is the copy of the layout plan as approved by the Mira Bhayandar Municipal Corporation.
90. The authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said property. Hereto annexed and marked as **Annexure-____** is the copy of the layout plan as proposed by the Promoter.
91. The authenticated copies of the plans and specifications of the flats agreed to be purchased by the Allottee as sanctioned and approved by the Mira Bhayandar Municipal Corporation. Hereto annexed and marked as **Annexure-____** is the copy of the plans and specifications as sanctioned and approved by the Mira Bhayandar Municipal.
92. The Promoter has got some of the approvals from the concerned local authorities to the plans, specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time

to time so as to obtain Building Completion Certificate/ Occupancy Certificate of the said building.

93. While sanctioning the said plans the Mira Bhayandar Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the property and said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the Mira Bhayandar Municipal Corporation.
94. The Promoter has accordingly commenced the construction of the said building in accordance with the said proposed plans.
95. The Allottee has applied to the Promoter for allotment of an Flat No. ____ on ____ floor in Building known as _____, being constructed in the layout of the fifth to sixth property.
96. The carpet area of the said flat is _____ sq. meters and carpet area means the net usable floor area of the flat, excluding the area covered by the external walls areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee but includes the area covered by the internal partition walls of the flat.

97. The parties relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the agreement and all applicable laws are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
98. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs._____/ - (Rupees _____ Only) being part of the payment of sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause written hereunder) and the Allottee has agreed to pay to the Promoter the balance of sale consideration in the manner hereinafter appearing.
99. The Promoter has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No._____;
100. Under Section 13 of the said Act, the Promoter is required to execute a written agreement for sale of the said flat with the Allottee, being in fact these presents and also to register said agreement under the provisions of Indian Registration Act, 1908.
101. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and be-

tween the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the flat and the garage/covered parking.

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

1. The Promoter shall construct 'D' Type Building consisting of Stilt + Nineteen Upper Floors, in accordance with the plans, designs and specifications as approved by the Mira Bhayandar Municipal Corporation from time to time

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No._____ of 'C' type building _____ of carpet area ad-measuring _____ sq. meters on _____ floor in the Complex known as _____ (hereinafter referred to as the "**Flat**"), more particularly described in the Third Schedule hereunder written as shown in the floor plan thereof hereto annexed and marked Annex-ures _____ for the consideration of Rs._____/ - including Rs._____/ - be-

ing the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written (the price of the flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Stilt Parking No. _____ situate at _____ being constructed in the layout for the consideration of Rs. _____/-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. ____ situate at _____ basement and/or stilt _____, being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the Flat including Stilt parking spaces is thus Rs. _____/-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees

_____ Only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

- i. Rs. _____/- (Rupees _____ Only) being the 20% of the total consideration of the said flat to be paid by the Allottee to the Promoter on execution of these presents.
- ii. Rs. _____/- (Rupees _____ Only) being 10% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.
- iii. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the first slab of the building in which the said flat is located.
- iv. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the third slab of the building in which the said flat is located.
- v. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of

the said flat to be paid by the Allottee to the Promoter on completion of the sixth slab of the building in which the said flat is located.

vi. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the ninth slab of the building in which the said flat is located.

vii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the twelfth slab of the building in which the said flat is located.

viii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the fifteenth slab of the building in which the said flat is located.

ix. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the eighteenth slab of the building in which the said flat is located.

x. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of

the said flat to be paid by the Allottee to the Promoter on completion of the final slab of the building in which the said flat is located.

xi. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the brick work of the building in which the said flat is located.

xii. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the walls, internal plaster of the building in which the said flat is located.

xiii. Rs. _____/- (Rupees _____ Only) being 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the floorings, doors and windows of the building in which the said flat is located.

xiv. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of Plumbing and all other requirements as may be prescribed in the agreement of sale of the building in which the said flat is located.

xv. Rs._____/ - (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building in which the said flat is located.

xvi. Balance 5% of Rs._____/ - (Rupees _____ Only) against and at the time of handing over of the possession of the said flat to be paid by the Allottee or after receipt of occupancy certificate or completion certificate.

1(d) The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the flat.

1(e) the total price is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority.

ty Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee by the Promoter.
- 1(g) 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 with 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 the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the flat.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate of the completion certificate or both,

as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(c) hereinabove. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is _____ sq. meters only and the Promoter has planned to utilize the Floor Space Index (FSI) of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project interest as specified in the Rule on all the amounts paid by the Allottee for every month of delay till the handing over of the possession. The Allottee agrees to pay to the Promoter interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee to

the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter 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 payment of installments, the Promoter shall at his own option may terminate this agreement.

Provided that the Promoter shall give notice of fifteen days in writing to the Allottee by registered A.D. Post at the address provided by the Allottee of his intention to terminate this agreement and of the specified 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 Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this agreement.

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidate damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and the flat as are set out in Annexure 'E' annexed hereto.

6. The Promoter shall give possession of the flat to the Allottee on or before ____ day of _____, 20____ . If the Promoter fails or neglects to give possession of the flat 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 flat with interest at the same rate as mentioned in Clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of –

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

7.1 Procedure for taking possession – The Promoter upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat to the Allottee in

terms of this agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of the Allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within seven days of receiving the occupancy certificate of the project.

7.2 The Allottee shall take possession of the flat within fifteen days of the written notice from the Promoter to the Allottee intimating that the said flat ready for use and occupancy.

7.3 **Failure of Allottee to take possession of Flat** – Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Promoter shall give possession of the flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the flat or the building in which the flat is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost

ad in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of residence/office/ showroom/shop/godown for carrying on any industry or business. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottees of flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Association or a Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken from the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority.

9.1 The promotor shall within three months from the date on which 51% of the total number of allottees have booked their flats / units shall submit the application on behalf of the allot-

tees to the registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity.

9.2 The Promoter shall within three months of registration of the Society or Association or a Limited Company as aforesaid, cause to be transferred to the Society or Limited Company, all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in which the said flat is situated.

9.3 The Promoter shall within three months of registration of the Federation/Apex Body of the Societies or Limited Company as aforesaid cause to be transferred to the Federation/Apex Body, all the right, title and interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the project on which the building with multiple wings or buildings are constructed.

9.4 Within fifteen days after notice in writing is given by the Promoter to the Allottee that the flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries or clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is

transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____-/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favor of the Society or Limited Company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Promoter to the Society or Limited Company as the case may be.

10. The Allottee shall on or before delivery of possession of the said flat keep deposited with the Promoter the following amounts :

- i) Rs._____-/- being non refundable amount for share money, application entrance fee of the Society or Limited Company/Federation/Apex Body;
- ii) Rs._____-/- being non refundable amount towards legal charges;
- iii) Rs._____-/- being non refundable amount for formation and registration of the Society or Limited Company/Federation/Apex Body;

- iv) Rs._____-/- being non refundable amount for infrastructure development;
- v) Rs._____-/- being non refundable amount for proportionate share of taxes and other charges/levies in respect of Society or Limited Company/Federation/Apex Body;
- vi) Rs._____-/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body;
- vii) Rs._____-/- being non refundable amount for deposit towards water meter, electric meter and Transformer and
- viii) Rs._____-/- being non refundable amount for deposit towards one time club charges.
- ix) Rs._____-/- for deposit towards 12 months maintenance in respect of the said flat.

11. The Allottee shall pay to the Promoter a sum of Rs._____-/- for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the Society or Limited Company/Federation/Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee as follows :

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, project land and said building/wing and common areas;
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land including the pro-

ject and the said flat which will in any manner affect the rights of the Allottee under this agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Allottees.
- x. The Promote has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings whatsoever payable with respect to the said project to the competent authorities
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the flat may come hereby covenants with the Promoter as follows :

- i. To maintain the flat at the Allottee's own cost in good and tenable condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same con-

dition, state and order in which is was delivered by the Promoter to the Allottee sand shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers drains and pipes in the flat and the appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of

the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- xi. Till a conveyance of the structure of the building in which the flat is situated is executed in favour of the Society/Limited Company, the Allottee shall permit the Promoter and their surveyors and agents with or without, workmen and others, at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which the flat is situated is executed in favour Apex Body or Federation, the Allottee shall

permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sum received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

16. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat and building or any part thereof. The Allottee shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this agreement, he/she shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage e or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

18. BINDING EFFECT ;

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which if not rectified within fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT ;

This agreement along with its schedules and annexures constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, be-

tween the parties in regard to the flat/building as the case may be.

20. RIGHT TO AMEND ;

This Agreement may only be amended through written consent of the parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the flat in case of transfer as the said obligations go along with the flat for all intents and purposes.

22. SEVERABILITY :

If any provision of this agreement shall be determined to void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the rules and regulations made thereunder or the applicable law as the case may be and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT;

Whenever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottee/s in project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the project.

24. FURTHER ASSURANCES :

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION;

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee in _____ after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar. Hence, this agreement shall be deemed to have been executed at _____.

26. The Allottee and/or the Promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limited prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of the Allottee :

Allottee's Address :

Notified Email ID :

Promoter Name : M/s.

Address of the Promoter :

Notified Email ID :

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by Registered

Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp duty and Registration: The charges towards stamp duty and registration of this agreement shall be borne by the Allottees.

30. Dispute Resolution : Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

31. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this agreement.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this agreement for

sale at (city/town name) in the presence of attesting witness,
signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcel of the following land situate
at Village Mira, Taluka and District Thane, in the Registration
District and Sub-District of Thane and now within the limits of
the Mira Bhayandar Municipal Corporation .

Sr. Nos.	Old Sur- vey Nos.	New Sur- vey Nos.	Hissa Nos.	Area in sq. meters
1.	181	50	7/A	3380
2.	181	50	9	400
3.	182	49	3	467
4.	181	50	7/B	3000
5.	182	49	6	600
6.	182	49	4	2610
7.	182	49	5	2070
8.	182	49	8	100
9.	181	50	10	217

THE SECOND SCHEDULE ABOVE REFERRED TO

‘C’ Type Building in the Complex known “_____” standing on an area admeasuring 5783.97 sq. meters comprising the land bearing Old Survey No.182, New Survey No.49, Hissa No.4, admeasuring 2610 sq. meters and land bearing Old Survey No. 182, New Survey No. 49 Hissa No. 5, admeasuring 2070 sq. meters and situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO

Flat No._____, admeasuring _____ on the _____ floor in ‘C’ Type Building in the Complex known “_____” to be constructed in the layout of the property described in the Second Schedule hereinabove written.

SIGNED, SEAVED AND DELIVERED	)	
	)	
by the with named “ALLOTTEE”	)	
(including joint buyers)	)	
	)	Please affix
1) Shri _____	)	
	)	photograph
and	)	
2) Shri _____	)	
	)	sign across the
At _____ on _____	)	)
	)	photograph.
in the presence of WITNESSES :	)	
	)	
1. Name _____	)	
	)	
Signature _____	)	
	)	
2. Name _____	)	
	)	
Signature _____	)	

SIGNED, SEAVED AND DELIVERED	)	
	)	
by the with named "PROMOTER"	)	
	)	
1) Shri _____	)	Please affix
	)	
and	)	photograph
2) Shri _____	)	
	)	sign across the
At _____ on _____	)	)
	)	photograph.

(Authorised Signatory) WITNESSES :	)
	)
1. Name _____	)
	)
Signature _____	)
	)
2. Name _____	)
	)
Signature _____	)

RECEIPT

Received of and from the Allotte above named, the sum of
Rs. _____/- (Rupees _____ Only) by
Cheque/RTGS/Pay Order bearing No. _____ dated
_____ drawn on
_____ Branch on execution
of this agreement towards Earnest Deposit Money or Application
Fee on this _____ day of _____ 200 _____,

Rs. _____/-
WE SAY RECEIVED

Sfor M/s. G N DEVELOPERS
(PROMOTER)

WITNESS :

1.

2.