

AGREEMENT FOR SALE

THIS AGREEMENT is entered & executed at_____, Taluka-Panvel, District- Raigad On_____ day of _____ 2019.

BETWEEN

M/s. GURUKRUPA INFRA DEVELOPERS, a duly registered partnership firm, through its Partner 1) **MR. JAYESH LALJI PATEL** 2) **MR. LALJI AMBAVI PATEL**, all are an adult Indian Inhabitants, Occupation-Business, having office address at Flat No. 202, Plot No. 20, Sector-7, Airoli, Navi Mumbai, Taluka & District- Thane, hereinafter referred to as **“THE BUILDER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partners, executors, administrators and assigns) of the **ONE PART**.

AND

MR/MRS/SMT_____
(PAN No. _____) aged ____ years, an adult Indian inhabitant,
residing _____ at
_____ ,hereinafter
 referred to as **“THE PURCHASER”** (which expression shall unless repugnant to the context shall be deemed and include his/her/their, heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

AND

Shri. DILIP GOPAL NAIK, aged ____ years, an adult Indian inhabitant, having address at Village- Vahal , Taluka - Panvel, District - Raigad , hereinafter referred to as the "**ORIGINAL LICENSEE** " (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his respective heirs, successor or successors and assigns) through his Power of Attorney Holder 1) **MR. JAYESH LALJI PATEL** 2)**MR. LALJI AMBAVI PATEL**, Partners of **M/s. GURUKRUPA INFRA DEVELOPERS** having its office at Flat No. 202, Plot No. 20, Sector-7, Airoli, Navi Mumbai, Taluka & District- Thane, as "**CONFIRMING PARTY** ".

- i. The City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "**M/s.CIDCO LTD**") is Government Company wholly owned by the state Government incorporated under the Companies Act, 1956 having its registered office at "Nirmal" 2nd floor, Nariman Point, Mumbai -400021 and is also New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the state Government in exercise of its power under Sub- Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.
- ii. That the Original Land Owner viz. **Shri. DILIP GOPAL NAIK** (hereinafter referred to as **Project Affected Person**) whose land of Village- Targhar, Taluka - Panvel, District - Raigad is been acquired by the Special Land Acquisition Officer, Panvel and handed over the same to M/s. CIDCO Ltd for the development of New Town of Navi Mumbai and as per the scheme of 12.5%, the Project Affected Person

was entitled to the Plot of Land on transferable lease at Ulwe Node in Taluka- Panvel, District- Raigad.

- iii. Accordingly M/s. CIDCO has issued Letter of Intent dated 15/7/2007 in respect of the Plot No.155, containing by measurement 1199.46 Sq.mtrs at Sector-2, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka- Panvel, District- Raigad. (hereinafter referred to as “**Said Plot**”)in the name of the Project Affected Person.
- iv. Thereafter M/s. CIDCO LTD has issued allotment letter dated 30/6/2008 in respect of Said Plot to the Project Affected Person, with the various terms and conditions enumerated therein, with the payment of Lease premium of **Rs.45,560/-** in respect of the Said Plot, which is also been paid by Project Affected Person to **M/s. CIDCO LTD** along with other charges to the tune of Rs.3,17,250/-.
- v. Thereafter By registered Agreement to Lease dated 26/4/2010 bearing document which is at **Serial No.PVL3-04269-2010 registered on 27/4/2010, Receipt No.4400**, which is entered and executed between M/s.CIDCO Ltd, therein referred to as Corporation as the First Part and **Shri. DILIP GOPAL NAIK , (Project Affected Person)** as the Original Licensee as the Other Part therein and by virtue of Agreement To Lease dated 26/4/2010, the Project Affected Person has acquired a lease hold rights in respect of Said Plot with the terms and conditions contained therein.
- vi. Due to the paucity of funds and lack of requisite knowledge of construction, the Project Affected Person has decided to transfer the half undivided share (50%) of the Said Plot i.e. area admeasuring 599.73 Sq. Mtrs. to the Builder for a development purpose and

accordingly the Development Agreement/Agreement with title “करारनामा” dated 19/3/2018 is entered & executed between the Builder and the Project Affected Person and by virtue of same, the Builder got the development rights in respect of the Said Plot and in view of the same, Project Affected Person have made an application to M/s. Cidco Ltd with request to jointly transfer his half share (50%) i.e. area admeasuring 599.73 Sq. Mtrs. of the Said Plot in favour of the Builder jointly along with the name of Project Affected Persons.

- vii. Accordingly M/s. CIDCO LTD. was pleased to grant transfer permission and thereafter the Project Affected Person transferred a 50 % share i.e. an area admeasuring 599.73 Sq. Mtrs out of the said Plot to the Builder by a registered **Tripartite Agreement dated 10/09/2018** bearing document which is at **Serial No.PVL2-12077-2018, Receipt No.14076**, which is entered and executed by and between M/s. **CIDCO Ltd**, therein referred to as **Corporation** as the **First Part** and the **Project Affected Person**, as the **Original Licensee** as the **Second Part** therein and **M/s. GURUKRUPA INFRA DEVELOPERSS**, a duly registered partnership firm, through its Partner 1) **MR. JAYESH LALJI PATEL** 2)**MR. LALJI AMBAVI PATEL** as the “**New Licensee**” as the Other Part for the area admeasuring 599.73 Sq. Mtrs..
- viii. Thereafter M/s. CIDCO LTD. has issued **Final transfer** order dated 25/9/2018 in respect of said plot bearing Ref. No. CIDCO / ESTATE / SATHYO/ULWE/761 /2018/ 285881 in favour of **M/s. GURUKRUPA INFRA DEVELOPERSS**, a registered partnership firm, through its Partner 1) **MR. JAYESH LALJI PATEL** 2)**MR.**

LALJI AMBAVI PATEL (Builder) for the area admeasuring 599.73 Sq. Mtrs.

- ix. By virtue of Tripartite Agreement dated **10/09/2018** and also by the transfer order dated 25/9/2018, the builder herein viz **M/s. GURUKRUPA INFRA DEVELOPERS**, a partnership firm, through its Partner has acquired a lease hold rights in respect of Said Plot to the extent of 50% share i.e. an area admeasuring to 599.73 Sq. Mtrs with the terms and conditions contained therein.
- x. Thereafter, the Builder and the Project Affected Person i.e. Confirming Party has prepared Building Plans in respect of intending Building viz. **“GURUANANT”**, which is to be erected upon the Said Plot, through Architect and submitted the same to Town Planning Officer of M/s .Cidco Ltd for approval and sought approval to such plans and obtained development permission vide Commencement Certificate No. **CIDCO / BP-16157/ TPO (NM & K) 2018/3710 dated 10/1/2019** on the terms and conditions set and prescribed therein.
- xi. Thereafter the Builder herein and the Project Affected Person i.e. Confirming Party have entered and executed a separate Deed of Distribution of Flats/Shops dated 15/2/2019 with the terms and conditions set out in the Said Deed of Distribution of Flats/Shops in which both the parties have mutually agreed among themselves the distribution of the residential flats and shops with its numbers and areas with consent to sale their respective residential flats and shops by the Builder and by the Original Licensee i.e. Confirming Party of his respective residential flats and shops.

- xii. **M/s. GURUKRUPA INFRA DEVELOPERS**, a Partnership Firm (The Builder) and **Shri. DILIP GOPAL NAIK** (Original Licensee i.e. Confirming Party) have also entered & executed an irrevocable Power of Attorney in favour of each other for the smooth functioning of the Sale transaction in respect of the residential & commercial units which is as agreed in the Deed of Distribution of Flats/Shops.
- xiii. The Builder is having exclusive right with the permission of the M/s.Cidco Ltd to sell the flats and shops as agreed in the Deed of Distribution of Flats/Shops in the said building to be constructed by the Builder on the said land and thus are entitled to enter into an Agreement for sale with the Purchaser or the Purchasers in consideration of the agreed sale price between the builder and the Purchaser's.
- xiv. The Builder is entering into separate agreements with other several purchasers agreeing to sell other flats and shops in the said building to be constructed by the Builder on the said land to the extent of 50% constructed units.
- xv. The Builder is entitled to construct buildings on the project land in accordance with the recitals hereinabove;
- xvi. The Builder is in possession of the project land.
- xvii. The Builder has proposed to construct the building viz. **“GURUANANT”** having Ground + 11 upper floors.
- xviii. The Purchaser is offered an Flat/Shop bearing number _____ on the_____ floor, (herein after referred to as the said “Flat/Shop”) in the

Building called “**GURUANANT**” (herein after referred to as the said “Building”) being constructed in the said project, by the Builder.

- xix. The Builder 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;
- xx. The Builder has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure ‘F’;
- xxi. The Builder has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- xxii. WHEREAS on demand from the Purchaser, the Builder has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder's Architects M/s. _____ 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;
- xxiii. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Builder, authenticated copies of INDEX – II of Agreement To Lease, Tripartite Agreement, Transfer Permission, Commencement Certificate and other relevant documents showing the nature of the title of the Builder to the project land on which the Flat/Shops are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

- xxiv. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.
- xxv. The authenticated copies of the plans of the Layout as proposed by the Builder and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,
- xxvi. The authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D
- xxvii. The Builder has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- xxviii. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- xxix. The Builder has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

- xxx. The Purchaser has approached to the Builder for allotment of an Flat/Shop No. onfloor in the building **“GURUANANT”**
- xxxi. The carpet area of the said Flat/Shop is _____ sq. ft. and "carpet area" means the net usable floor area of an Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop.
- xxxii. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- xxxiii. Prior to the execution of these presents the Purchaser has paid to the Builder a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Builder to the Purchaser as advance payment the payment and receipt whereof the Builder both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builder the balance of the sale consideration in the manner hereinafter appearing.
- xxxiv. WHEREAS, under section 13 of the said Act the Builder is required to execute a written Agreement for sale of said Flat/Shop with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Builder hereby agrees to sell and the Purchaser hereby agrees to purchase the (Flat/Shop) and the covered parking.

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

1. The Builder shall construct the said building/s consisting of ground/ stilt, /..... podiums, and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.(a) (i) The Purchaser hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser Flat/Shop No. of carpet area admeasuring Sq. Mtrs. on floor in the building “GURUANANT” ” (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan for the total consideration of Rs. including Rs. being 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 Second Schedule annexed herewith.

ii) The Purchaser hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser stilt Parking No. _____on Ground Floor and /or _____No. on podium being constructed in the layout for the consideration of Rs. _____/-

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

1.(c) The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Builder the balance amount of Rs(Rupees) in the following manner :-

Sr.No.	PAYMENT SCHEDULE	
1.	On Booking (EMD)	10%
2.	On Execution of the Agreement	20%
3.	On Completion of Plinth & Foundation Work.	15%
4.	On Completion of 1 st Slab	3%
5.	On Completion of 2 nd Slab	2%
6.	On Completion of 3 rd Slab	2%
7.	On Completion of 4 th Slab	2%
8.	On Completion of 5 th Slab	2%
9.	On Completion of 6 th Slab	2%
10.	On Completion of 7 th Slab	2%
11.	On Completion of 8 th Slab	2%
12.	On Completion of 9 th Slab	2%
13.	On Completion of 10 th Slab	2%
14.	On Completion of 11 th Slab	2%
15.	On Completion of 12 th Slab	2%
16.	On Completion of walls, internal plaster, Flooring, Doors & Windows.	5%
17.	On Completion of the Sanitary Fittings, Staircases, Lift, Lobbies, upto the floor of the Said Flat .	5%
18.	On completion of External Plaster, external plumbing,	5%

	terrace with waterproofing of the Building or Wing in which the said Flat is located.	
19.	On Completion of Lift, Water Pumps, Electrical Fittings , mechanical and Entrance lobby work .	10%
20.	On Possession	5%
	Total	100%

1.(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Builder) up to the date of handing over the possession of the [Flat/Shop/Plot].

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 Local Bodies/Government from time to time. The Builder undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder 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 Purchaser, which shall only be applicable on subsequent payments.

1.(f) The Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser 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 Purchaser by the Builder.

1.(g) The Builder shall confirm the final carpet area that has been allotted to the Purchaser 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 Builder. If there is any reduction in the carpet area within the defined limit then Builder shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Builder shall demand additional amount from the Purchaser 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 Purchaser authorizes the Builder 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 Builder may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

2.1 The Builder 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/Shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.

2.2 Time is essence for the Builder as well as the Purchaser. The Builder shall abide by the time schedule for completing the project and handing over the [Flat/Shop/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser 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 Builder as provided in clause 1 (c) herein above.

3. The Builder hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Builder has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme 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 Builder has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shops to be carried out by the Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

4.1 If the Builder fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Purchaser, the Builder agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Builder, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Builder under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Builder.

4.2 Without prejudice to the right of Builder to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Builder shall at his own option, may terminate this Agreement:

Provided that, Builder shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Builder within the period of notice then at the end of such notice period, Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid,

the Builder shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Purchaser to the Builder.

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 Builder in the said building and the Flat/Shop as are set out in Annexure 'E', annexed hereto.
6. The Builder shall give possession of the Flat/Shop to the Purchaser on or before 31st December 2021. If the Builder fails or neglects to give possession of the Flat/Shop to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Builder shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builder received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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 Builder, upon obtaining the occupancy certificate from the competent authority and the payment

made by the Purchaser as per the agreement shall offer in writing the possession of the [Flat/Shop/Plot], to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder shall give possession of the [Flat/Shop/Plot] to the Purchaser. The Builder agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder. The Purchaser agree(s) to pay the maintenance charges as determined by the Builder or association of Purchasers, as the case may be. The Builder on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Builder to the Purchaser intimating that the said Flat/Shops are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of [Flat/Shop/Plot]: Upon receiving a written intimation from the Builder as per clause 8.1, the Purchaser shall take possession of the [Flat/Shop/Plot] from the Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builder shall give possession of the [Flat/Shop/Plot] to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser 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/Shop to the Purchaser, the Purchaser brings to the notice of the Builder any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be

rectified by the Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builder, compensation for such defect in the manner as provided under the Act.

7.1 The Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

7.2 The Purchaser along with other Purchaser(s) of Flat/Shops 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 Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Builder within seven days of the same being forwarded by the Builder to the Purchaser, so as to enable the Builder to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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 Builder shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Builder and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.2 The Builder 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 the interest of the Builder and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Builder to the Purchaser that the Flat/Shop is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) 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 of 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 Purchaser shall pay to the Builder such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builder provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Builder shall not carry any interest and remain with the Builder until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a 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 Builder to the Society or the Limited Company, as the case may be.

10.The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builder, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii)Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v)Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11.The Purchaser shall pay to the Builder a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Builder in connection with formation of the said Society, or Limited Company, or Apex Body or Federation 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 Purchaser shall pay to the Builder, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any

document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Builder, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER

The Builder hereby represents and warrants to the Purchaser as follows:

- (i) The Builder 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 Builder 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 Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- (vi) The Builder 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 Purchaser created herein, may prejudicially be affected;
- (vii) The Builder 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 Project and the said [Flat/Shop/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said [Flat/Shop/Plot] to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchasers the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- (x) The Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and

taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, 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 Builder in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Builder as follows :-

- (i) To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Builder to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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/Shop 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/Shop without the prior written permission of the Builder 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/Shop 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/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- (vii) Pay to the Builder within fifteen days of demand by the Builder, 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/Shop 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/Shop by the Purchaser for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser 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/Shop until all the dues payable by the Purchaser to the Builder under this Agreement are fully paid up.

(x) The Purchaser shall observe and perform all the rules and regulations which the Society or the 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 Flat/Shops 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 Purchaser 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/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings 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 Flat/Shop is situated is executed in favour

of Apex Body or Federation, the Purchaser shall permit the Builder 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 Builder shall maintain a separate account in respect of sums received by the Builder from the Purchaser 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 out goings, legal charges and shall utilize the amounts only for the purposes 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/Shops or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder 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. BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Builder executes this Agreement he shall not mortgage or create a charge on the *[Flat/Shop/] 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 or

charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Flat/Shop/plot].

18.BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Builder does not create a binding obligation on the part of the Builder or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder. If the Purchaser(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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, between the Parties in regard to the said Flat/Shop, 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 PURCHASER/SUBSEQUENT PURCHASERS

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 Purchasers of the [Flat/Shop/Plot], in case of a transfer, as the said obligations go along with the [Flat/Shop/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be 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 there under 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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Flat/Shop] to the total carpet area of all the [Flat/Shops] 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 Builder through its authorized signatory at the Builder's Office, or at some other place, which may be mutually agreed between the Builder and the Purchaser, after the Agreement is duly executed by the Purchaser and the Builder 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 Purchaser and/or Builder shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

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

 _____Name of Purchaser
 _____(Purchaser's Address)
 Notified Email ID: _____

M/s _____Builder name
 _____(Builder Address)
 Notified Email ID: _____

It shall be the duty of the Purchaser and the Builder 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 Builder or the Purchaser, as the case may be.

28.JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Builder to the Purchaser 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 Purchasers.

29.Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

30.Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA 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 RERA Authority/ courts will

have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe the respective hands and seals on the day, month and year first above written as hereinafter appearing.

SIGNED, SEALED AND DELIVERED BY)
THE WITHIN NAMED "BUILDER")
M/s. GURUKRUPA INFRA DEVELOPERS,)
a duly registered partnership firm, through its Partner)

1) MR. JAYESH LALJI PATEL)
2) MR. LALJI AMBAVI PATEL,)
In the presence of.....)
1))

2))
SIGNED, SEALED AND DELIVERED BY)
THE WITHIN NAMED "PURCHASER")
MR/MRS. _____)
In the presence of)

1))
2))
SIGNED, SEALED AND DELIVERED BY)
THE WITHIN NAMED "CONFIRMING PARTY)
Shri. DILIP GOPAL NAIK)

Through Power of Attorney holder)

1) MR. JAYESH LALJI PATEL, Partner of)

M/s. GURUKRUPA INFRA DEVELOPERS,)

In the presence of

1)

2)

RECEIPT

RECEIVED a sum of Rs. _____/-
(Rupees. _____ Only) from
Mr/Mrs. _____

_____, (**Purchaser**) being the advance and part payment against the Sale price in respect of Flat No. _____ on _____ floor, admeasuring _____ Carpet area in the Building Known as “**GURUANANT**” located upon the Plot No.155, containing by measurement 1199.46 Sq.mtrs at Sector-2, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka- Panvel, District- Raigad. agreed under these presents.

WE SAY RECEIVED,

(Mr. _____)
Partner of M/s. GURUKRUPA INFRA DEVELOPERS

WITNESSES :-

1.

2.

**SCHEDULE-I
(THE DESCRIPTION OF THE LAND)**

ALL THAT piece or parcel of land known as Plot No.155, at Sector-2, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka- Panvel, District- Raigad containing by measurement 1199.46 Sq.mtrs or thereabout and bounded as follows :-

On or towards the North by : 168,169 & 170
 On or towards the South by : 15.0 Mtrs wide Road.
 On or towards the East by : Plot No. 154
 On or towards the West by : Plot No. 156

Falling within the Sub-registrar of assurances of Panvel, Taluka & District- Raigad.

**SCHEDULE-II
(THE DESCRIPTION OF THE FLAT)**

Flat/Shop No.____ located on ____ Floor, admeasuring to carpet area of _____ Sq.ft/ Mtrs. in “GURUANANT” building, which is located upon Plot No.155, at Sector-2, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka-Panvel, District- Raigad containing by measurement 1199.46 Sq.mtrs or thereabout.

SCHEDULE-III
(AMENITIES OF FLAT)

1) FLOORING:

Branded vitrified flooring in all Rooms
Anti Skid tiles in attached Terraces and Bathroom.

2) KITCHEN:

Granite kitchen Platform with parallel service Platform , stainless steel Sink, Provision for exhaust Fans & Water Purifier wall Tiles dado upto beam level.

3) DOORS & WINDOWS

Decorative laminated Flush Doors, Elegant Fixtures & fittings .
Anodized aluminum sliding windows.

4) ELECTRIFICATION :

Branded Concealed copper wiring , internet, A/c.& Telephone points.

5) TOILETS:

Designer Bathrooms With Branded Tiles & Sanitary Ware Provision
For Geyser Connection Quality CP Fittings of superior brands.

6) WALLS & PAINTS:

Gypsum/POP finished internal walls with branded paints.

7) SECURITY:- Intercom & Video Door Security System at main Door.