

AGREEMENT TO SALE
[AS PER MahaRERA]

THIS AGREEMENT is made and entered into at Borivali, Mumbai Suburban District, **on this _____ day of _____, 2024** BETWEEN **M/S. GHORI DEVELOPERS [Partnership Firm]**, registered under The Indian Partnership Act 1932, vide under **APPLICATION/REGISTRATION NO. _____**, having registered Office address at **Office No: B-202, Floor No: 2nd, Building Name: Vishnu Office Premises CHS, Sector-15, Plot No.26, C.B.D. Belapur, Thane, Maharashtra 400614**, hereinafter for brevity's sake is called and referred to as **"THE PROMOTERS/DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present & future Partner **their** heirs, executors, administrators and assigns) of the **ONE PART**

A N D

MR. _____
_____, an/both adults, Indian Inhabitants, **residing at**

_____, hereinafter for brevity's sake is called and referred to as **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual his/her /their heirs, executors, administrators, in case of Partnership Firm its partner and in case of Company its Director, their successors, executors, administrators & assigns) of the **OTHER PART**.

BRIEF HISTORY/DETAILS OF SUBJECTED LANDS ON WHICH REDEVELOPMENT WORK TAKE PLACE:-

WHEREAS MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI during her life time had acquired Open Plot of Land adm.1042 sq. yards i.e. 840.06 sq.mtrs., by virtue of Indenture of Conveyance executed in her favour by One GULABRAI GHELABHAI DESAI on 26th April 1960 duly registered with Sub Registrar of Assurances at Bandra under Registration SR. No. BND /1513 dtd. 18th August 1960. The said land was Originally bearing Survey No. 38, Hissa No.4, City Survey No.312, 312/1 to 7 lying & being in Village Kanheri, Tal. Borivali, M.S.O. in the Registration District of Mumbai City and Mumbai Suburban [hereinafter referred to as "The said Property"].

AND WHEREAS in the said Deed of Conveyance, the name of One Zummi Idu Darugar is also shown as the joint purchaser. The Power of Attorney dtd. 1st December 1983 was also executed by the said Zummi Idu Darugar in favour of the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI and registered with the Sub Registrar of Assurances at Navalgad in Rajasthan on 1st December, 1983 at Sr.No.1098 confirming therein that he has no right, title & interest in the above property and that the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI is absolutely entitled to the said property. A Declaration was also made by the said Zummi Idu Darugar declaring that she has no right, title & interest in the said property and the said property absolutely belong to the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI. The said Declaration is also registered with the Concerned Sub Registrar of Assurances at Navalgad in Rajasthan. From the said fact, its cleared that the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI was absolutely entitled to the said property.

AND WHEREAS the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI was thus seized, possessed & absolute entitled to the said property and her name was also recorded in the Revenue Record [7/12 Extract] Property Register Card as the Owner of the said Property. Copy of 7/12 Extract & Property Card collectively attached with Flow of Title Certificate.

AND WHEREAS the said SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI had constructed building thereon said Land as per Plan & Permission namely FATEPUR HOUSE consisting of Sixteen [16] Flats occupied by the Tenants. The said SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI being landlord was collecting Rent from the Tenants.

AND WHEREAS under the registered Deed of Confirmation dtd. 24th January 1984, the said ZUMMI IDU MISTRY DARUGAR confirmed that, the said plot of land purchased under the Indenture dtd. 24th April 1960 and entire payment thereof was paid by her married daughter SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI and she have no right title & interest in said plot of land. The said SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI alone has right, title & interest in the said plot of land. The said Deed of Confirmation dtd. 24th January 1984 was registered with the Concerned Sub Registrar of Assurances at Mumbai vide under Registration Sr. No. BNM/S/355 /1984, dtd. 24th January 1984.

AND WHEREAS by virtue of aforesaid deeds, documents & circumstances, the SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI became the sole Owner of the said plot of land alongwith building namely Fatepur House standing thereon consisting of Sixteen [16] Flats occupied by the respective tenants.

AND WHEREAS the said MRS. SAIRA BEGUM ABDUL GAFOOR MOHAMMED ALI GHORI expired on 12th May 2000 leaving behind her following heirs & legal representative {i} MR. ABDUL AZIZ GAFOOR GHORI [Deceased Son] {Expired on 27th February 1990}, {ii} MR. ABDUL MAJID GAFOOR GHORI [Deceased Son] {Expired on 23rd April 2006}, {iii} MR. ABDUL HAMID GAFOOR GHORI [Deceased Son] {Expired on 26TH August 2005}

AND WHEREAS the said ABDUL AZIZ GAFOOR GHORI had survived by the following heirs & legal representatives: {i} MRS. MEMUNA ABDUL AZIZ GHORI {Widow}; {ii} ABDUL RAUF AZIZ GHORI {Son}, {iii} ABDUL RASHID AZIZ GHORI {Son}, {iv} ABDUL WAHID AZIZ GHORI {Son}, {v} ABDUL HAFEEZ AZIZ GHORI {The Developers No.1 herein, Son}, {vi} SAMINA AZIZ GHORI {Grand Daughter}

AND WHEREAS the said ABDUL MAJID GAFOOR GHORI had survived by the following heirs & legal representatives: {i} MRS. NAJMA MAJID GHORI [Widow], {ii} ABDUL BASHID MAJID GHORI [Son], {iii} MR. ABDUL NASIR MAJID GHORI [Son] {iv} NAEEMA MAJID GHORI [Daughter]

AND WHEREAS the said ABDUL HAMID GAFOOR GHORI had survived by the following heirs & legal representatives: JAINAB HAMID GAFOOR GHORI [Widow] & MUNAF HAMID GHORI [Son].

AND WHEREAS the FATEPUR HOUSE constructed thereon laying being & situated at Survey No. 38, Hissa No.4, City Survey No.312, 312/1 to 7 lying & being in Village Kanheri, Tal. Borivali, M.S.O. in the Registration District of Mumbai City and Mumbai Suburban was owned & belongs to **{i} MRS. MEMUNA ABDUL AZIZ GHORI; {ii} ABDUL RAUF AZIZ GHORI, {iii} ABDUL RASHID AZIZ GHORI, {iv} ABDUL WAHID AZIZ GHORI {Son}, {v} ABDUL HAFEEZ AZIZ GHORI, {vi} SAMINA ABDUL AZIZ GHORI, {vii} MRS. NAJMA ABDUL MAJID GHORI, {viii} ABDUL BASHID ABDUL MAJID GHORI, {ix} MRS.JAINAB HAMID ABDUL GAFOOR GHORI, {x} ABDUL MUNAF HAMID GAFOOR GHORI.** The said Property Assessed by The Municipal Corporation of Greater Mumbai [MCGM], Copy of Municipal Assessment Bill attached with Flow of Title Certificate.

AND WHEREAS The building i. e. FATEPUR HOUSE had been constructed in the Year _____ but at present today the condition and the life of the building is very dangerous, dilapidated condition, therefore it has become endanger to the life of Owners & Occupants /Tenants and their respective families. Whereas the Owners decided go for Redevelopment of same by demolishing existing building and construction new building as per approved plan with the consent & confirmation of majority of occupants/tenants of building as per list of Existing Tenants with details of Flat/Apartment Numbers & Carpet area is attached with Flow of Title Certificate.

AND WHEREAS Owners of Land to Redeveloped the said Property was in search of good, reputed developers for Redevelopment of said property, whereas the Partners of **M/S. GHORI DEVELOPERS [Partnership Firm]** were approached to the Owners of Land and shown their keen interest, desire to redevelop the said property entirely at their own cost & expenses on agreed terms & conditions.

AND WHEREAS by Development Agreement dtd. 10th March 2008, the said Co-Owners i.e. {i} MRS. MEMUNA ABDUL AZIZ GHORI; {ii} ABDUL RAUF AZIZ GHORI, {iii} ABDUL RASHID AZIZ GHORI, {iv} ABDUL WAHID AZIZ GHORI {Son}, {v} ABDUL HAFEEZ AZIZ GHORI, {vi} SAMINA ABDUL AZIZ GHORI, {vii} MRS. NAJMA ABDUL MAJID GHORI, {viii} ABDUL BASHID ABDUL MAJID GHORI, {ix} MRS.JAINAB HAMID ABDUL GAFOOR GHORI, {x} ABDUL MUNAF HAMID GAFOOR GHORI have granted development rights inter-allia demolish the existing building and construct new building on the said plot of land to the Promoters /Developers M/S. GHORI DEVELOPERS [Partnership Firm] for valuable consideration and upon the terms & conditions recorded therein. Whereas subsequently the same duly stamped & registered by execution of Deed of Confirmation for Development Agreement dtd. 22nd May 2009, the Co-Owners confirmed the execution of Development Agreement dtd. 10th March 2008 in favour of M/S. GHORI DEVELOPERS. The said Deed of Confirmation for Development Agreement dtd.22nd May 2009 alongwith Development Agreement dtd.10th March 2008 both had been registered with the Concerned Sub Registrar of Assurances at Borivali vide under Registration Sr. No.BDR-10/04154/2009 dtd. 22nd May 2009.

AND WHEREAS the said Co-Owners i.e. {i} Mrs. Memuna Abdul Aziz Ghori; {ii} Abdul Rauf Aziz Ghori, {iii} Abdul Rashid Aziz Ghori, {iv} Abdul Wahid Aziz Ghori {Son}, {v} Abdul Hafeez Aziz Ghori, {vi} Samina Abdul Aziz Ghori, {vii} Mrs.Najma Abdul Majid Ghori, {viii} Abdul Bashid

Abdul Majid Ghori, {ix}Mrs.Jainab Hamid Abdul Gafoor Ghori, {x} Abdul Munaf Hamid Gafoor Ghori were also executed General Power of Attorney dtd. 10th March 2008 for development of the said plot of land in favour of the Partners of M/S.GHORI DEVELOPERS. Whereas the execution of said Power confirmed by the Owners of Land/Property by execution of Deed of Confirmation for Development Agreement dtd.22nd May 2009 and execution of General Power of Attorney dtd.10th March 2008 in favour of the Partners of M/S.GHORI DEVELOPERS. The said Deed of Confirmation for General Power of Attorney dtd.10th March 2008 was registered with Concerned Sub Registrar of Assurances Borivali at Borivali vide under Registration Sr. No.BDR-10/04349/2009 dtd.29th May 2009.

AND WHEREAS the MR. ABDUL WAHID AZIZ GHORI and ABDUL NASIR ABDUL MAJID GHORI have also executed Two [02] Separate General Power of Attorney both dtd. 2nd July 2012 in favour of the Partners of M/S. GHORI DEVELOPERS [Partnership Firm] for the purpose of development of said plot [property].

AND WHEREAS **M/S. GHORI DEVELOPERS [Partnership Firm] i.e. Developers herein have executed Separate Agreement for Permanent Alternate Accommodation with each Tenants of the said FATEPUR HOUSE/BUILDING** for providing new flat/premises in New Building Proposed to be confirmed in lieu of existing premises in Old Building. All Agreement for Permanent Alternate Accommodation was duly registered with Sub Registrar of Assurances at Borivali.

AND WHEREAS M/S. GHORI DEVELOPERS [Partnership Firm] is registered Partnership Firm constituted under Provision of Indian Partnership Act 1932, as per Deed of Partnership executed on 1st April 2008, was Originally having Two (02) Partners namely **MR.ABDUL HAFEEZ AZIZ GHORI & ABDUL AZIZ A.K. SAYED GHORI**. The said Partnership Deed executed on Rs.500/- Stamp Paper duly signed by partners. Whereas subsequently the said Partnership Firm reconstituted by admitting One [01] more Partner **MRS. SNEHLATA ANURAG SINGH** and changed the sharing ratio of Profit & Loss. The Deed of Reconstitution of Partnership for same executed on 16th January 2019 on Rs.500/- stamp paper duly signed by continuing partner and new admitted partner.

Whereas once again on 23rd July 2022, One [01] of the Partner **MRS. SNEHLATA ANURAG SINGH of M/S. GHORI DEVELOPERS [Partnership Firm]** decided to retire from the Firm and her share in

Profit & Loss transferred to continuing partner i.e. **ABDUL AZIZ A.K. SAYED GHORI**, to confirm the same Deed of Retirement executed on 23rd July 2022 between retiring partner and continuing partner, the same executed on Rs.500/- stamp paper and same also witness /confirmed by MR.NIRAJ VARMA & AMARNATH L. YADAV.

Whereas the said Partnership Firm & its Partners decided reconstitution the same as the One [01] of the Partner **ABDUL AZIZ ABDUL KARIM SAYYED** [Outgoing Partner] of **M/S. GHORI DEVELOPERS [Partnership Firm]** decided to retire from the Firm AND **ABDUL HAFIZ AZIZ GHORI, Continuing Partner AND RATHI LIFESPACES REALTORS PVT. LTD. represented through its Director MR. MADHUR KAMALKISHORE RATHI, Incoming Partner No.1 & MR. MOHAMMED AFZAL ABDUL AZIZ SAYYED, Incoming Partner No.2** to confirm the same Deed of Retirement Cum Reconstitution executed on 27th July 2022, the same executed on Rs.500/- stamp paper and same also confirmed by ADVOCATE A G THANKAR, [Advocate High Court] Notary vide under Registration Sr. No. 98, Page No. 282, Sr. No. 1429 dtd.27th July 2022, considering to the aforesaid fact the Partnership Firm **M/S. GHORI DEVELOPERS** is presently consist of Three (03) Partners and they are operating the business of the firm & sharing the profit & loss of firm in ratio of 5% :80%:15% [5% by **ABDUL HAFIZ AZIZ GHORI : 80% by RATHI LIFESPACES REALTORS PVT. LTD. : 15% by MR. MOHAMMED AFZAL ABDUL AZIZ SAYYED**]

Whereas subsequent documents of Partnership Firm i.e. Deed of Partnership dtd. 1st April 2008, Deed of Reconstitution of Partnership dtd. 16th January 2019, Deed of Retirement dtd. 23rd July 2022 & Deed of Retirement Cum Reconstitution dtd. 27th July 2022 are not intimated, recorded with the Registrar of Firm.

AND WHEREAS the said Sixteen [16] Tenants have handed over peaceful vacant possession of their respective existing flat /premises in Old Building to **M/S. GHORI DEVELOPERS [Partnership Firm] i.e. the Developers for demolishing existing Old Building. M/S. GHORI DEVELOPERS [Partnership Firm] i.e. the Developers have demolished the existing building to start the construction work of the approved plan by the MCGM** [Municipal Corporation of Greater Mumbai].

AND WHEREAS the Promoters/Developers are entitled and enjoined upon to construct buildings on the project land/Plot in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/Developers is/are in Lawful Possession of the project Land/Plot

PROJECT TO BE KNOWN AS:

AND WHEREAS the Promoters/Developers herein Proposed to construct Residential Building Known as **"OPAL AVENUE", having Ground + Nine [09] Upper Floors** on the Land bearing Survey No.38, Hissa No.4, City Survey No.312, 312/1 to 7 lying & being in Village Kanheri, Tal. Borivali, M.S.O. in the Registration District of Mumbai City and Mumbai Suburban

OFFER TO ALLOT UNITS:

AND WHEREAS the Allottee/Purchaser's is/are offered to allot Flat bearing No. _____, on _____Floor, (herein after referred to as the said "Flat") of the Building Called/Known as " OPAL AVENUE" (herein after referred to as the said "Building") being constructed by the Promoters/Developers.

APPOINTMENT OF ARCHITECT:

AND WHEREAS Promoters/Developers of plot had entered into a Standard Agreement with the **ARCHITECT, ARBAAZ I. KHAN** as an Architect registered with the **Council of Architects** and such Agreement is as per the Agreement prescribed by the Council of Architects, **having his Office at G-1, Lake View Apt, Opposite Bank of Baroda, Marol, Andheri [East].**

APPOINTMENT OF R.C.C CONSULTANT:

AND WHEREAS Promoters/Developers has also appointed **MR. ASRAR AHMED JATOO Proprietor of M/S.CON ARCH INDIA Consulting Structural Engineers, having its address at 9, Ruby Tower, Sahakar Road, Jogeshwari (W), Mumbai-400102** as R.C.C. Consultant & Structural Designers for preparing structural designs and drawings and specifications of the Building.

BUILDERS/PROMOTERS/DEVELOPERS RIGHT TO ALLOT/SALE:

AND WHEREAS by virtue of the Development Agreement the Promoters/Developers have sole and exclusive right to sell the Flat in the said building/s to be constructed by the Promoters/Developers on the project land/Plot and to enter into Agreement/s with the allottee(s)/s of the Flat and to receive the sale consideration in respect thereof;

INSPECTION OF TITLE DOCUMENTS & BUILDING APPROVALS:

AND WHEREAS the Purchaser/s has/have approached to Promoters/Developers for the Purchase of **units/flats and demanded inspection of Document & Title from the Promoters/Developers and the Promoters/Developers have given inspection to the Purchaser/s of all the documents of title relating to the said land/plot Deed of Confirmation dtd. 24th January 1984 & Development Agreement & Power of Attorney dtd. 10th March 2008 [As Per List enclosed herewith]**, Plans, Designs, Specifications prepared by the Architects, Advocate Title Certificate, IOD/Commencement Certificate, Amendment Commencement Certificate and of such other documents as are specified under **The Real Estate [Regulation and Development Act, 2016** (hereinafter referred to as said Act) and the Rules & Regulations made thereunder.

TITLE CERTIFICATE ISSUED BY ADVOCATE:

AND WHEREAS the authenticated Copies of Certificate of Title issued by the attorney at law or advocate of the Promoters/Developers, authenticated copies of Deed of Confirmation dtd. 24th January 1984 & Development Agreement & Power of Attorney dtd. 10th March 2008 or any other relevant record showing the nature of the title of the Promoters /Developers to the project land on which the Flat are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' & 'B', respectively.

APPROVED BUILDING PLAN WITH DEVELOPMENT PERMISSION:

AND WHEREAS 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.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters/Developers 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.

APPROVED FLOOR PLAN OF FLAT WITH COMMENCEMENT CERTIFICATE:

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

**APPROVAL/SANCTION FOR BUILDING COMPLETION CERTIFICATE
/OCCUPANCY CERTIFICATE:**

AND WHEREAS the Promoters/Developers have got most of the required approvals from the concerned local authority(s) to the plans, 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

**OBSERVANCE OF ALL TERMS & CONDITION BY PROMOTERS
/DEVELOPERS:**

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers 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.

**CONSTRUCTION WORK COMMENCED AS PER PERMISSION &
SANCTIONED:**

AND WHEREAS the Promoters/Developers have accordingly commenced construction of the said buildings in accordance with the said approved plans & development permission/commencement certificate.

AND WHEREAS as per the mutual understanding, the Promoters/Developers have agreed to redevelop said Land/Property & Development Permission by Constructing Residential Building thereon as per approved plan Consisting Ground + Nine [09] Upper Floors entirely at their own cost & expenses [and the total number of constructed Units /Flats shall be shared between Promoters/Developers **M/S. GHORI DEVELOPERS [Partnership Firm] & its Partners AND Sixteen [16] Tenants** as per Distribution List of Units/Flats copy attached with Flow of Title Certificate.

PURCHASER APPLIED FOR ALLOTMENT/PURCHASE OF FLAT

AND WHEREAS the Purchasers after the full satisfaction to title of the plot have applied to the Promoters/Developers for allotment of Flat bearing No._____, on _____ Floor, having a Carpet area adm_____sq.mtr. including Internal Walls [As Per Mah. RERA & Approved Building Plan], Situated in Building known as "OPAL AVENUE", at Land bearing Survey No. 38, Hissa No.4, City

Survey No.312, 312/1 to 7, Village Kanheri, Tal. Borivali, M.S.O. in the Registration District of Mumbai City and Mumbai Suburban.

CARPET AREA DEFINE AS PER Mah.RERA:

AND WHEREAS as per the guild line of The Real Estate Regulation and Development Act, 2016 alongwith Maharashtra Rules and Regulations, 2017 the "Carpet Area" means the net useable floor area of a Flat , excluding the area covered by the external walls, areas under services shaft exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/Purchaser or Verandah area and exclusive Open Terrace area appurtenant to the said Flat for exclusive use of the Allottee/Purchasers but includes the area covered by the internal partition walls of the Flat.

PARTIES AGREED TO ENTER INTO AGREEMENT:

AND WHEREAS the parties relying on the confirmations, representations & assurances of each other to faithfully abide by all the terms, conditions & stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms & conditions appearing hereinafter.

ADVANCE/TOKEN AMOUNT PAID:

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser has/have paid to the Promoters/Developers a sum of **Rs. _____/- [Rupees _____Only]** being part payment of the sale consideration of the Flat agreed to be sold by the Promoters/Developers to the Allottee/Purchaser as advance payment or application fee [the payment and receipt whereof the Promoters /Developers doth hereby admit & acknowledged] and the Allottee /Purchaser have agreed to pay to the Promoters/Developers the balance of the sale consideration in the manner hereinafter appearing.

Mah.RERA REGISTRATION CERTIFICATE NUMBER:

AND WHEREAS the Promoters/Developers have registered the project under the provisions of **The Real Estate [Regulation & Development Act, 2016 with The Real Estate Regulatory Authority at Navi Mumbai No. _____**. Copy of the Certificate is annexed hereto and marked **Annexure " _____"**

EXECUTION & REGISTRATION OF AGREEMENT:

AND WHEREAS under Section 13 of the said Mah. RERA Act the Promoters/Developers/New Licensee is required to execute a written Agreement for Sale of the Units/Flats with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms & conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters/Developers/New Licensees hereby agrees to sell and the Allottee hereby agrees to purchase the [Flat] and the covered /open car parking [if applicable].

DEDUCTION OF TDS:

AND WHEREAS TDS to be deducted on sale value as applicable & Guide Line, Rules & Provision of Income Tax Act & Rules

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

1. The Promoters/Developers shall initially commenced to construct the said building/s consisting of basement and Ground/Stilt & Nine [09] 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 Promoters/Developers shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat of the Allottee /Purchaser except any alteration or addition required by any Government authorities or due to change in law.

DISCRIPTION OF FLAT& SALE VALUE:

1[a]{i} **The Allottee/Purchasers hereby agrees to purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Allottee/Purchaser Flat No. _____ of the carpet area admeasuring _____ sq. mtr, On _____Floor, Situated in the building (hereinafter referred to as "The Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the 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 and facilities & parking spaces should be shown separately).**

[ii] The Allottees/Purchasers hereby agrees to Purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Allottees/Purchasers, Covered Car Parking Spaces at Basement/Podium/Stilt/Mechanical Car Parking Unit bearing No._____, adm. _ sq.ft. having _____ft. length x _____ft. breath x _ft. Vertical Clearance, situated at Basement and/or Stilt and/or Podium

being construed in the layout for the consideration of Rs._____-/-
[Rupees _____Only].

[iii] The Allottees/Purchasers has/have requested the Promoters /Developers for allotment of an open car parking space and the Promoters/Developers agrees to allot to the Allottees/Purchasers an Open Car Parking Space without Consideration bearing No._____, adm. _____sq.ft. having _____ft. length x _____ft. breadth x _____ft.

1[b] The total aggregate consideration amount for the Flat including Open/Covered Parking Space is thus Rs._____-/- **[Rupees _____Only].**

1[c] The Allottee have paid on or before execution of this agreement a sum of Rs. _____/- **[Rupees _____Only]** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters/Developers the balance amount of Rs. _____/- **[Rupees _____Only]** and shall be deposited in RERA Designated Collection Bank Account, _____
Bank _____Branch having Branch, IFS Code _____, Situated at _____. In addition to the above bank account, Promoters/Developers have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____and _____respectively.

i. Amount of Rs. _____/-**[Rupees _____Only]** (not exceeding 30% of the total consideration) to be paid to the Promoters/Developers after the execution of Agreement

ii. Amount of Rs. _____/-**[Rupees _____Only]** (not exceeding 45% of the total consideration) to be paid to the Promoters/Developers on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of Rs. _____/-**[Rupees _____Only]** (not exceeding 70% of the total consideration) to be paid to the Promoters/Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

iv. Amount of Rs. _____/-**[Rupees _____Only]** (not exceeding 75% of the total consideration) to be paid to the Promoters/Developers on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of Rs. _____/-**[Rupees _____Only]**

_____Only] (not exceeding 80% of the total consideration) to be paid to the Promoters/Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat .

vi. Amount of Rs. _____/-[Rupees_____

_____Only] (not exceeding 85% of the total consideration) to be paid to the Promoters/Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

vii. Amount of Rs. _____/-[Rupees_____

_____Only] (not exceeding 95% of the total consideration) to be paid to the Promoters/Developers 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 maybe prescribed in the Agreement for Sale of the building or wing in which the said Flat is located.

viii. Balance Amount of Rs. _____/-[Rupees_____

_____Only] against and at the time of handing over of the possession of the Flat to the Allottee/Purchaser on 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 Promoters/Developers by way of Good Service Tax [GST] 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 Promoters/Developers] up to the date of handing over of possession of the Apartment/Flat.

1[e] The Total price is escalation free, save & except escalations /increase, 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 Promoters/Developers 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 Promoters/Developers shall be enclosed the said notification /order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchasers which shall only be applicable on subsequent payments.

1(f) The Promoters/Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @ - NIL-% (-NIL-Per cent) per annum

for the period by which the respective instalment have been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters/Developers.

1[g] The Promoters/Developers shall confirm the final carpet area that have 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 [3%] Per Cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by Purchaser within Forty Five [45] 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 Promoters/Developers 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 Allottee/Purchaser(s) authorizes the Promoters/Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in its sole discretion deem fit and the Allottee/Purchaser(s) undertake not to object/demand/direct the Promoters/Developers to adjust his/her/their payments in any manner.

OBSERVANCE & COMPLIANCE OF TERMS & CONDITIONS:

2.1) The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may has 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/Purchaser(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat.

TIME IS THE ESSENCE OF CONTRACT:

2.2) Time is essence for the Promoters/Developers as well as the Allottee/Purchaser(s). The Promoters/Developers shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser(s) and the common areas to the association of the

Allottee/Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in clause 1(c) herein above. ("Payment Plan").

APPROVED FLOOR SPACE:

3{i} The Promoters/Developers hereby declares that the Floor Space Index available as on date in respect of the **Project Land/Plot is** _____ **Sq. Mtrs. Net Built-up [Residential** _____ **sq.mtr. Built-up & Others** _____ **sq.mtr. Only]**. The Promoters/Developers have disclosed the Floor Space Index of _____ as proposed to be utilized by him/them on the project land in the said Project and Allottee/Purchaser(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.

{ii} If any increase in FSI/Fungible FSI allowed by paying premium to Municipal Corporation of Greater Mumbai [MCGM] and by purchase of TDR [Transfer of Development Right] from Third Party as per unified Development Control Promotion Regulation for Maharashtra State than the Promoters/Developers will be at liberty to amend modified the building plans to consume the entire F.S.I. of Plot by constructing additional area and floors to proposed building. The Allottee /Purchasers of units/flats will not have any objection for same.

DELAY CHARGES/INTEREST & TERMINATION OF AGREEMENT:

4.1. If the Promoters/Developers fails to abide by the time schedule for completing the project and handing over the Flats to the Purchaser, the Promoters/Developers agrees to pay to the Purchaser, **who does not intend to withdraw from the project, interest as specified in the Rule [at the rate] @ which shall be the State Bank of India highest marginal cost of lending Rate Plus Two [2%]. 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 Promoters/Developers interest as specified in the Rule, on all the delayed payment which become due & payable by the Purchaser to the Promoters/Developers under terms of this **Agreement from the date the said amount is payable by the Allottee/Purchaser[s] to the**

Promoters/Developers. Subject to maximum @ State Bank of India highest Marginal Cost of lending Rent Plus 2%.

4.2. Without prejudice to the right of Promoters/Developers to charge interest in term of Sub Clause No. 4.1 above, on the Purchaser committing default in payment of due date of any amount due and payable by the Purchaser to the Promoters/Developers under this Agreement [including his/her /their proportionate share of taxes, levied by concerned local authority and other outgoings] **and on the Purchaser committing three [03] defaults of payment of installments, the Promoters/Developers shall at their own option, may terminate this Agreement.**

Provided that, Promoters/Developers shall give notice of Fifteen [15] days in writing to the Purchaser by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchaser of his/her/their intention to terminate this Agreement and of the Specific Breach or Breaches of terms & 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 Promoters/Developers within the period of notice then at the end of such notice period, Promoters/Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Purchaser [subject to adjustment and recovery of any agreed liquidated damage or any other amount which may be payable to Promoters/Developers within a period of Thirty [30] days of the termination, the installments of sale consideration of the Flats which may till then have been paid by the Allottee/Purchaser to the Promoters /Developers

5. The fixture & fittings with regards to flooring and sanitary fittings and amenities like one or more lift with particular brand or Price Range [if unbranded] to be provided by the Promoters/Developers in the said Building and the Flat as are set out in the Annexure "C" annexed hereto.

DATE OF HANDING OVER OF POSSESSION :

6. The Promoters/Developers shall give possession of the Flat to the Allottee/Purchaser **on or before 31st day of December 2026**. If the Promoters/Developers fails or neglects to give possession of the Flat to the Allottee/Purchaser on account of reasons beyond their control and of

his agents by the aforesaid date then the Promoters/Developers shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters/Developers 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 -

{a} War, Civil Commotion or Act of God

{b} Any Notice, Order, Rule, Notification of The Government and/or Other Public or Competent Authority/Court.

It is further clarified that in the event Promoters/Developers obtains the Occupation Certificate in respect of the said Premises /Building and Promoters/Developers offers the Allottee to take possession of the said Premises prior to the Possession Date, then in such case the Allottee agrees that Promoters/Developers shall be entitled to demand the outstanding instalments of the Sale Consideration and Allottee/Purchaser agrees and undertakes to pay the same, without any delay and/or demur.

7.1 PROCEDURE FOR TAKING OVER OF POSSESSION:

The Promoters/Developers upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee /Purchaser as per the agreement shall offer in writing the possession of the Flats to the Allottee/Purchaser in terms of this Agreement to be taken within Three [03] months from the date of issue of such notice and the Promoters/Developers shall give possession of the Flats to the Allottee/Purchaser. The Promoters/Developers agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters /Developers. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoters/Developers or association of Allottee/Purchasers, as the case may be. The Promoters/Developers on its behalf shall offer the possession to the Allottee/Purchaser(s) in writing within Seven [07] days of receiving the occupancy certificate of the Project.

7.2. The Allottee/Purchaser shall take possession of the Flats within Fifteen [15] days of the written notice from the Promoters/Developers to the Allottee/Purchaser intimating that the said Flats are ready for use and occupy:

7.3. FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION OF [FLAT]: Upon receiving a written intimation from the Promoters/Developers as per Clause 7.1, the Allottee/Purchaser shall take possession of the Flats from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters/Developers shall give possession of the Flats to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

REPAIR/REMOVAL OF CONSTRUCTION DEFECTS :

7.4 If within a period of Five [05] years from the date of handing over possession of the Flat to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoters/Developers any structural defect in the Flat or the building in which the Flats is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Developers at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act.

7.5 INSURANCE OF PROJECT: The Promoters/Developers shall be responsible to at their own cost to keep the said project adequately insured covering risks such as fire, flood, earthquake, storm tempest, aircraft collision, riot, sabotage etc. The cost of such insurance premium for First Five [05] Years from issuance of Occupancy Certificate shall be borne by the Promoters/Developers, the Promoters/Developers shall use the compensation, claim amount to repair, damages, renovate the defects of building.

USE OF FLATS & CAR PARKING SPACE:

8. The Allottee/Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of *residence for carrying on any industry or business. He/She/They shall use the parking space only for purpose of keeping or parking vehicle within the allotted & marked portion and will not allowed to use by any third party and same will not be enclosed or covered it in any manner.

FORMATION OF SOCIETY :

9. The Allottee/Purchaser alongwith other allottee(s)s 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 Promoters /Developers 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 bye- laws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven [07] days of the same being forwarded by the Promoters/Developers to the Allottee /Purchaser, so as to enable the Promoters/Developers to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/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 maybe, or any other Competent Authority.

9.1 The Promoters/Developers shall, within Three [03] 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 Promoters/Developers and/or the Promoters /Developers in the said structure of the Building or wing in which the said Flat is situated.

9.2 The Promoters/Developers 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 Promoters/Developers

PAYMENT OF OUTGOING & OTHER CHARGES :

9.3. Within Fifteen [15] days after notice in writing is given by the Promoters/Developers to the Allottee/Purchaser that the Flats is ready for use & occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flats of outgoings/maintenance 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 Allottee/Purchaser shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till



the Allottee/Purchaser's share is so determined **the Allottee/Purchaser shall pay to the Promoters/Developers provisional monthly contribution of Rs._____-/- per month OR @ Rs._____-/- Per sq. mtr. on Carpet area of Premises towards the outgoings.** The amounts so paid by the Allottee/Purchaser to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers 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 Promoters/Developers to the Society or the Limited Company, as the case may be.

PAYMENT OF OTHER CHARGES :

The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoters/Developers, 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

PAYMENT OF LEGAL CHARGES FOR THE DOCUMENTS :

11. The Allottee/Purchaser shall pay to the Promoters/Developers a sum of **Rs._____-/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers 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.

**CONVEYANCE OF PROJECT LAND WITHIN 3 MONTHS OF OCCUPANCY
CERTIFICATE:**

12. Period for Conveyance of title, by Promoter, to legal entity of allottees in case of single building project. The Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the Conveyance of title within three months from the date of issue of occupancy certificate."

**13. REPRESENTATIONS AND WARRANTIES OF THE
PROMOTERS/DEVELOPERS**

The Promoters/Developers hereby represents and warrants to the Purchaser as follows:

[i] The Promoters/Developers have clear & marketable title with respect to the project land as declared in the title report annexed to this agreement and has/have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the project.

[ii] The Promoters/Developers have lawful rights & 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 this disclosed in the title report;

[iv] There is 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 Promoters/Developers have 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 Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title & interest of the Purchaser created herein, may prejudicially be affected.

[vii] The Promoters/Developers have not entered in to 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 Flats which will, in any manner, affect the rights of Purchaser under this Agreement.

[viii] The Promoters/Developers confirms that the Promoters /Developers are not restricted in any manner whatsoever from selling the said Flats 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 Allottee/Purchasers the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common are as of the Structure to the Association of the Allottee /Purchaser's;

x. The Promoters/Developers have 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, till the possession of the Flats is handed over/Occupancy Certificate whichever is earlier.

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) have been received or served upon the Promoters/Developers in respect of the project land and/or the Project except those disclosed in the title report.

14. THE ALLOTTEES/PURCHASERS WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE FLATS MAY COME, HEREBY COVENANTS WITH THE PROMOTERS/DEVELOPERS AS FOLLOWS:-

i. To maintain the Flat at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flats is taken and shall not do or suffer to be done anything in or to the building in which the Flats 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 Flats is situated and the Flats itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flats 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 Flats 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 stair cases, common passages or any other structure of the building in which the Flats is situated, including entrances of the building in which the Flats is situated and in case any damage is caused to the building in which the Flats is situated or the Flats on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee /Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his/their own cost all internal repairs to the said Flats and maintain the Flats in the same condition, state and order in which it was delivered by the Promoters/Developers to the Allottee /Purchaser and shall not do or suffer to be done anything in or to the building in which the Flats is situated or the Flats which may be contrary to the rules and regulations & bye-laws of the concerned local authority or other public authority. In the event of the Allottee /Purchaser committing any act in contravention of the above provision, the Allottee/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 Flats 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 Flats or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flats is situated and shall keep the portion, sewers, drains and pipes in the Flats 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 Flats 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 Flats without the prior written permission of the Promoters/Developers 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 Flats 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 Flats in the compound or any portion of the project land and the building in which the Flats is situated.

vii. Pay to the Promoters/Developers within fifteen [15] days of demand by the Promoters/Developers, his/her/their 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 Flats 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 Flats by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/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 Flats until all the dues payable by the Allottee /Purchaser to the Promoters/Developers under this Agreement are fully paid up.

x. The Allottee/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 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/Purchaser shall also observe & perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body /Federation regarding the occupancy and use of the Flats 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 Flats is situated is executed in favour of Society/Limited Society, the Allottee /Purchaser shall permit the Promoters/Developers and his/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 Flat is situated is executed in favour of Apex Body or Federation,

the Allottee/Purchaser shall permit the Promoters/Developers 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.

15A. In case the Transaction being executed by this Agreement between the Promoters and the Allottees/Purchasers is/are facilitated by a Registered Real Estate Agent, all amounts [including taxes] agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent shall be paid by the Promoters/Allottees/both, as the case may be, in accordance with the agreed terms of payments.

B. SEPARATE ACCOUNT FOR OTHER CHARGES:

The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottee /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 he has been received.

16. OWNERSHIP RESTRICTED TO ALLOTTED FLATS :

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Building or any part thereof. The Allottee /Purchaser shall have no claim save and except in respect of the Flats hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters /Developers 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. PROMOTERS/DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters/Developers executes this Agreement they shall not mortgage or create a charge on the *[Flats] 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 Allottee/Purchaser who have taken or agreed to take such [Flats].

18. **MISCELLANEOUS CLAUSE OF UNDERSTANDING:**

A. Over and above the consideration and other amounts payable by the Allottee/Purchaser, the Allottee/Purchaser hereby agree that in the event of any amount becoming payable by way of levy or Premium, Taxes, Cess, Fees, Service charges, ALP, Etc., after the date of this Agreement to the Brihanmumbai Mahanagarpalika/Municipal Corporation of Greater Mumbai [MCGM], MHADA and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters/Developers, however, the same would be reimbursed by the Allottee/Purchaser to the Promoters/Developers in proportion of the area of the said Flats to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

B. **WATER SUPPLY:**

The Allottee/Purchaser is/are further made aware that potable water supply is provided by the Brihanmumbai Mahanagarpalika/Municipal Corporation of Greater Mumbai [MCGM], MHADA and other concerned government authorities and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters/Developers have not represented to the Allottee/Purchaser or undertaken to the Allottee/Purchaser that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

C. **PROMOTERS/DEVELOPERS CONTRIBUTION TOWARDS UNSOLD FLATS:**

It is also agreed and understood that the Promoters/Developers shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Flats lying vacant & unsold Flats in the said Building. However the Promoters/Developers shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges. However if the Promoters/Developers gives the Flats on lease/license than they shall pay all the proportionate charges as paid by all other Flats Allottee/Purchasers.

D. Further the Promoters/Developers and the Allottee agree that the Promoters/Developers can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body/Society without paying any transfer premium or any other charges to the said Society/Condominium except the amount of Share Capital of Rs.500/- and Entrance Fees of RS.100/-.

E. The Allottee/Purchaser is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoters/Developers has/have agreed to and is/are executing this Agreement and Allottee /Purchaser hereby agree/s to indemnify and keep indemnified the Promoters/Developers absolutely and forever from and against all and any damage or loss that may be caused to the Promoters/Developers including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters/Developers by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/Purchaser being untrue and/or as a result of the Promoters/Developers entering in to this Agreement and/or any other present/future writings with the Allottee/Purchaser and /or arising there from.

F. TRANSFER OF FLATS BY PURCHASER DURING PERIOD OF CONSTRUCTION /BEFORE OCCUPANCY OBTAINED:

If the Allottee/Purchaser, before being put in possession of the said Flats, desire/s to sell or transfer his/her/their interest in the said Flats or wishes to transfer or give the benefit of this Agreement to other person /s, the same shall be done only after the Allottee/Purchaser obtain/s the prior written permission of the Promoters/Developers on their behalf. **In the event of the Promoters/Developers granting such consent, the Allottee/Purchaser shall be liable to and shall pay 5% of the aggregate consideration to the Promoters/Developers such sums as the Promoters/Developers may in its absolute discretion determine by way of the transfer charges and administrative and other costs /charges, expenses pertaining to the same PROVIDED HOWEVER** that such transferee/s/assignee/s of the Allottee/Purchaser shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/Purchaser to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and

automatically apply mutatis mutandis to such transferee/s /assignee/s also.

G. All obligations of the Allottee/Purchaser and covenants made by the Allottee/Purchaser herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flats may come.

H. Notwithstanding anything contained herein, the Promoters /Developers shall, in respect of any amount remaining unpaid by Allottee /Purchaser under the terms of this Agreement, have a first lien and charge on the said Flats agreed to be purchased by the Allottee /Purchaser hereunder.

I. NO WAIVER OF TERMS:

Any delay or indulgence shown by the Promoters/Developers in enforcing the terms of agreement or any forbearance or giving of time to the Allottee/Purchaser shall not be constructed as a waiver on the part of the Promoters/Developers or any breach or non-compliance of any of the terms & conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice any rights of the Promoters /Developers hereunder or in law.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee/Purchaser by the Promoters /Developers does not create a binding obligation on the part of the Promoters/Developers or the Allottee/Purchaser until, firstly, the Allottee /Purchaser execute/signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Allottee /Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters /Developers. If the Allottee/Purchaser fails to execute & deliver to the Promoters/Developers this Agreement within thirty (30) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within fifteen (15) days from the date of its receipt by the Allottee /Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in

connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

20. 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 Flats /Plot/Building, as the case may be.

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/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 Allottee/Purchasers of the [Flats], in case of a transfer, as the said obligations go alongwith the [Flats] for all intents and purposes.

23. 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 & 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/Purchaser have to make any payment, in common with other Allottee/Purchaser in Project, the same shall be in proportion to the carpet area of the [Flats] to the total carpet area of all the [Flats] in the Project.

25. 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.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters/Developers through his/her/its authorized signatory at the Promoters/Developers Office or at some other place, which may be mutually agreed between the Promoters/Developers and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Promoters/Developers 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 has/have been executed at Mumbai, Borivali, Mumbai Suburban District, Maharashtra.

27. REGISTRATION OF AGREEMENT:

The Allottee/Purchaser and Promoters/Developers or their authorized signatory or power of attorney 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 Allottee/Purchaser and Promoters/Developers or their authorized signatory or power of attorney will attend such office and admit execution thereof.

28. SERVICE OF NOTICE :

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

Name of Allottee : _____

Address : _____

Email ID: _____

Name of Promoters/Developers : M/S. GHORI DEVELOPERS
[Partnership Firm]

Address : Office No:B-202, Floor No: 2nd, Building Name:
Vishnu Office Premises CHS, Sector-15, Plot No.26,
C.B.D. Belapur, Thane, Maharashtra 400614

Email ID: _____

INCASE OF CHANGE OF ADDREESS:

It shall be the duty of the Allottee/Purchaser and the Promoters /Developers 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 Promoters/Developers or the Allottee/Purchaser, as the case may be.

29. JOINT ALLOTTEE/PURCHASERS

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

30. PAYMENT OF STAMP DUTY AND REGISTRATION FEES:-

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

31. DISPUTE RESOLUTION:-

All or any disputes arising out or touching upon or in relation to the terms & conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights & obligation of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate [Regulation & Development] Act, 2016, Rules and Regulations, thereunder.

32. 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 District Courts at Mumbai and its Appellate Court only will have the jurisdiction for this Agreement**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai, Borivali, Mumbai Suburban District, Maharashtra in the presence of attesting witness, signing as such on the day first above written.

**FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF
THE LAND AND ALL OTHER DETAILS**

All that piece or parcel of land together with the hereditaments and messages, structure standing on the open plot of land bearing Survey No.38, Hissa No.4, City Survey Nos. 312, 312/1 to 7, lying and being in Village Kanheri, Taluka Borivali, Mumbai Suburban District in the Registration District of Mumbai City and Mumbai Suburban adm. 1042 sq. yards i.e. 840.05 sq. mtr. or thereabouts along with structures standing thereon and bounded as follows :

THAT IS TO SAY :

- On or towards North by :
- On or towards South by :
- On or towards East by :
- On or towards West by :

**SECOND SCHEDULE ABOVE REFERRED TO
THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES.**

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the Common Areas Provided in Sq. mtrs (approx.)
i.	Entrance Lobby	31 st December,2026	30 th June,2027	28.47
ii.	Society Room	31 st December,2026	30 th June,2027	10.00

B) Facilities/Amenities provided/to be provided within the building including in the common area of the building:

Type of facilities/ amenities provided	Phase Name/ Number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society /common organization	Size/area of the facilities /amenities approx. in sq.mtrs	FSI Utilized
Lawn Area	NA	31 st December, 2026	30 th June, 2027	11.15	Free of FSI
Children Play Area	NA	31 st December, 2026	30 th June, 2027	10.33	Free of FSI

C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout: **NOT APPLICABLE**

	Type of facilities/ amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society /common organization	Size/area of the facilities /amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

D) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout. – **NOT APPLICABLE**

	Type of Open Spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.					
ii.					
iii.					

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/str etcher/goods /fire evacuation /any other	Total no. of Lifts provided	Number of passengers or carrying capacity in weight(kg)	Speed (mtr/sec)
i.	Passenger	3	6 -8 Pax	1.5mtr per second
ii.	Fire	1	6 -8 Pax	1.5mtr per second

SIGNED SEALED AND DELIVERED

by the within named **“PROMOTERS/DEVELOPERS”**

M/S. GHORI DEVELOPERS [Partnership Firm],

INCOME TAX PERMANENT A/C NO. _____

Through its authorised Partner

MR. _____

AADHAR CARD NO. _____

in the presence of

SIGNED SEALED AND DELIVERED

by the within named **“PURCHASER/S”**

MR. _____

INCOME TAX PERMANENT A/C NO. _____

AADHAR CARD NO. _____

MR. _____

INCOME TAX PERMANENT A/C NO. _____

AADHAR CARD NO. _____

in the presence of

R-E-C-E-I-P-T

Dated: _____ 202_____

Received of and from **MR.** _____, the
PURCHASER'S sum of **Rs.**_____-/- [**Rupees** _____
_____ **Only**] on or before the execution of Agreement to
Sale being the part payment towards sale of **Flat bearing No.**_____
_____, on ____ **Floor**, having a **Carpet area adm.** _
sq.mtr. including Internal Walls [As Per Mah. RERA & Approved
Building Plan] and in addition to same other approved area
attached to the Flat is **Non Accessible Chajja adm.**_____sq.mtr.,
Usable Projected Terrace area adm. _____sq.mtr., **Natural**
Terrace adm. _____sq.mtr. & **Service Slab area adm.** _sq.mtr.
and **Open/Stilt /Podium Level Car Parking Space No.**_____,
adm. _____sq.mtr., **Situated in Building known as "OPAL**
AVENUE", at Land bearing Survey No. 38, Hissa No.4, City Survey
No.312, 312/1 to 7, Village Kanheri, Tal. Borivali, M.S.O. in the
Registration District of Mumbai City and Mumbai Suburban. The
said payment made as under:

Rs._____-/- [**Rupees** _____
_____ **Only**] by **RTGS/NEFT, Ref./UTR No.** _____,
dtd._____, **through** _____.

WE SAY RECEIVED

Rs. _____/-

M/S. GHORI DEVELOPERS [Partnership Firm],

Through its authorised Partner

MR. _____