

DRAFT OF ALLOTMENT LETTER FOR FLAT

Date :- \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Allotment of residential Flat/Unit No. \_\_\_\_\_, of Building BROOKLYN in the Project "MANHATTAN" (Registered as "Manhattan Phase II" , Registration no. P51700013323)**

**Dear Sir/Madam,**

We are pleased to allot you the residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with enclosed balcony admeasuring \_\_\_\_\_ square meters, deck area admeasuring \_\_\_\_\_ square meters and/or dry balcony admeasuring \_\_\_\_\_square meters and cupboard area admeasuring \_\_\_\_\_square meters on the \_\_\_\_\_ floor in building 2 Known as **BROOKLYN** in our Project "MANHATTAN" for the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on the terms and conditions mutually agreed between us.

The terms and conditions of allotment of the flat are attached herewith for the same.

**Terms and Conditions**

1. The residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with enclosed balcony admeasuring \_\_\_\_\_ square meters, deck area admeasuring \_\_\_\_\_ square meters and/or dry balcony admeasuring \_\_\_\_\_square meters and cupboard area admeasuring \_\_\_\_\_square meters in building **BROOKLYN** in our project "**MANHATTAN**" (hereinafter the aforesaid flat is referred to as the "Said Premise" and the aforesaid project is referred as the "Said Project"), which is being constructed on Plot A1 admeasuring

16819.28 square meters ( Said Property) out of the land bearing 1) Survey No 128, admeasuring 4050 square meters, 2) Survey No 129, Hissa No. 1, admeasuring 600 square meters, 3) Survey No 129, Hissa No. 2A, admeasuring 13,340 square meters, 4) Survey No 129, Hissa No. 3, admeasuring 200 square meters, 5) Survey No 129, Hissa No. 4, admeasuring 1015 square meters out of 3900 square meters, 6) Survey No 130, admeasuring 5720 square meters and 7) Survey No. 132, admeasuring 900 square meters, 8)Amenity Plot area bearing Survey No. 131 Hissa No. 1(Part), admeasuring in aggregate 27809.41 square meters, situated at Village Kavesar, Taluka and District Thane, Registration District and Sub-District, Thane (hereinafter referred to as the “Said Entire Property”).

2. The Developers have been constructing commercial component in the Said Project is sanctioned/ proposed at ground, mezzanine and podium level two. The Said project consists of Lower ground plus ground (part) plus stilt (part) plus 3 podium floors and over and above the podium floors there shall be Three towers. The Said Commercial component at ground and mezzanine floor is spread beneath or around all the three buildings while podium level II offices are restricted only around building no. 1 and 2. The commercial component which is common contiguous structure of all the three buildings is hereinafter collectively referred as “Base Building” and the said base building shall be treated as separate building for the administrative convenience and shall be known as “**Fifth Avenue**” The Developers shall also construct building no. 1 (to be known as “**Bronx**”) upto 32 upper floors, building no. 2. (to be known as “**Brooklyn**”) up to 35 upper floors and, building no 3 (to be known as “**Hudson**”) up to 42 upper floors. The base building is specifically excluded from and out of Building No. 1, 2 and 3(herein after referred to as Said Buildings). The Base Building shall also consist of constructed amenity to be handed over to TMC. The Developer may obtain part occupancy certificate for commercial premises from Thane Municipal Corporation (TMC) and may deliver possession to the commercial premises

3. The Developer have agreed to allot the said premises for the mutually \_\_\_\_\_ agreed Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
(hereinafter referred to as the '**Sale Price**'). You are required to pay the agreed price as per the schedule in the following manner:

**Payment schedule**

Sr.	Installments	% payable	Amount (Rs)
<b>1.</b>	On or before registration	10%	
<b>2.</b>	On the Commencement of Work.	5%	
<b>3.</b>	On Completion of Plinth.	10%	
<b>4.</b>	On Completion of Podium Slab 1	2%	
<b>5.</b>	On Completion of Podium Slab 2	2%	
<b>6.</b>	On Completion of Podium Slab 3.	2%	
<b>7.</b>	On Completion of Work of 1 <sup>st</sup> Slab.	3%	
<b>8.</b>	On Completion of Work of 3 <sup>rd</sup> Slab.	3%	
<b>9.</b>	On Completion of Work of 5 <sup>th</sup> Slab	3%	
<b>10.</b>	On Completion of Work of 7 <sup>th</sup> Slab	3%	
<b>11.</b>	On Completion of Work of 9 <sup>th</sup> Slab	3%	
<b>12.</b>	On Completion of Work of 11 <sup>th</sup> Slab	3%	
<b>13.</b>	On Completion of Work of 13 <sup>th</sup> Slab.	3%	
<b>14.</b>	On Completion of Work of 15 <sup>th</sup> Slab.	3%	
<b>15.</b>	On Completion of Work of 17 <sup>th</sup> Slab.	3%	
<b>16.</b>	On Completion of Work of 19 <sup>th</sup> Slab.	3%	

<b>17.</b>	On Completion of Work of 21 <sup>st</sup> Slab.	3%	
<b>18.</b>	On Completion of Work of 23 <sup>rd</sup> Slab.	3%	
<b>19.</b>	On Completion of Work of Final Slab.	3%	
<b>20.</b>	On Completion of Work of Brickwork	5%	
<b>21.</b>	On Completion of Work of Internal & External Plaster.	5%	
<b>22.</b>	On Completion of Work of Flooring	5%	
<b>23.</b>	On Completion of Work of Doors & Windows	5%	
<b>24.</b>	On Completion of Work of Sanitary Fittings & Plumbing.	5%	
<b>25.</b>	On Possession.	5%	
	<b>Total</b>	<b>100%</b>	

4. The Project is mortgaged to ECL Finance Limited(ECLFL) and the allotment of the flat/shop/office/units in the project is subject to the condition of obtaining the conditional no objection (NOC) from ECLFL and in case ECLFL refuse to give NOC or the NOC is not applied for, the allotment will automatically be cancelled and the booking amount shall be refunded. All the sale consideration ( other than GST), by whatsoever name called, shall be deposited in the Escrow Account opened with HDFC bank in the name and style of “M/s. Sai Uma Corporation Phase II” bearing account no. 57500000228591”. All the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account.
  
5. Sale Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include but not limited to taxes like GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from you.

6. You are required to deduct TDS of 1% amount out of every installment of basic sale price in accordance with the provisions of Income Tax Act & Rule made thereunder. You shall be required to submit the certificate of payment of TDS payment within period of 15 days from the date of payment of concerned installment.
7. You shall also be responsible to pay Advance Maintenance, GST, society formation charges and such other ancillary charges as to be detailed in the Agreement for Sale.
8. **Failure/Delay in Payment:** It is agreed by you that out of the amount(s) paid/ payable towards the Sale Price, 5% of sale price shall be treated as EARNEST MONEY to ensure fulfillment by you of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to your obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Developers, as the case may be and also to perform or observe all the other obligations by you under this Allotment.
9. You shall be liable to pay interest @ marginal cost of lending rate of SBI plus 2% per annum shall be paid on the amount due till the date of payment (both days inclusive).
10. Upon non-receipt of the installment within due date, Developers may issue a notice to you to pay the amounts due within 60 (sixty) days of due date after which Developers may unilaterally terminate the present allotment and shall refund the consideration paid by you in consideration of the Said Premises after deducting 5 % of the consideration amount as cancellation charges and the present allotment shall stand cancelled and terminated with immediate effect.
11. You shall before taking possession of the said Premises clear all the dues of Developers towards the said Premises.

- 12.** You hereby agree/s that you shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Developers. You would also be liable to pay interest/ penalty/ loss incurred to Developers on your account and/or failure and/ or delay to pay GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Developers. You shall also be responsible to pay any other taxes and charges levied by the Government or other statutory authority/ies from time to time.
- 13.** The Developers shall be carrying out development of the Said Project in 3 phases. The Developers shall carry out and complete construction of base building (Fifth Avenue) and building no. 1 (“Bronx”) as the first phase of the project, and building no. 2 (“Brooklyn”) shall be the second phase and building no. 3 (“Hudson”) shall be the third and final phase of the project.
- 14.** The Developers may in their sole and unfettered discretion form four or more separate societies for the commercial component of the Said Building and three towers to be constructed thereon, or the Developers may form single society for the entire project. In case of formation of multiple societies, the Developers may form Apex Body or Non Profit Company for such societies in Said Project.
- 15.** You shall become the member of the Co-operative Society or any other organization to be formed of the purchasers of premises in our project “MANHATTAN” as well as other buildings that may be constructed on the Said Property and observe, perform and comply with the bye-laws, rules, regulation of such society/organization. You shall sign the necessary forms, applications, papers, and other documents as may be required for becoming member of such society/organization within seven days from the date of receipt thereof by you.
- 16.** You shall not be entitled to sell, assign, transfer, lease or part with rights and allotment in respect of the Said Premises in favour of any third person without prior written permission from the Developers.

17. All the Occupants of 2 BHK flats shall be entitled to one car park each designated for concerned flat, while Occupants of 3 BHK flats shall be entitled to two car parks for each flat. The parkings shall be earmarked for every flat in the project. No occupant shall be entitled to park their vehicles anywhere in the project premises except in the parking area specifically designated for their flats.
18. The allotment of the Said Premises is entirely at the discretion of Developers and Developers reserve their right to unilaterally cancel the allotment in the event of the breach of the terms and conditions of this allotment by you.

**Yours faithfully,  
For M/s. Sai Uma Corporation**

**Partners**

**I/We accept the terms of Allotment and undertake to abide by the same.** I/We have verified the flat sale agreement and undertake to execute the flat sale agreement as per the standard draft of the Developers. The stamp duty and registration charges payable in respect of such agreement shall be borne and paid by me/us. Present Allotment shall supersede all previous writing, documents and arrangement between the Parties.

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**Purchaser**

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Thane on this \_\_\_\_day of \_\_\_\_\_ 2020

### **BY AND BETWEEN**

**M/s. Sai Uma Corporation, PAN : ABWFS5375B**, a Partnership firm registered under the provisions of Indian Partnership Act, 1932 having its office at Rosa Royale, Opposite Crown Tower, Hiranandani Estate, Ghodbunder Road, Thane (w) 400615, through its Partners and Authorised signatories **1) Mr. Mahir Jagdish Khetwani** and/or **2) Mr. Navin Govind Patel** and/or **3) Mr. Jainil Suresh Mehta**, hereinafter referred to as the **“DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the



Partners of the Partnership Firm and their respective heirs, successors in title, executors and assigns) of the **ONE PART**;

**AND**

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

**JOINTLY WITH\***

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

3)  
Mr./Ms./Mrs. \_\_\_\_\_  
R/O \_\_\_\_\_  
\_\_\_\_\_ having  
Income tax PAN \_\_\_\_\_

4) Mr./Ms./Mrs. \_\_\_\_\_  
\_\_\_\_\_ R/O \_\_\_\_\_  
\_\_\_\_\_ having  
Income tax PAN \_\_\_\_\_

OR

**(FOR HUF)**

\_\_\_\_\_ HUF through  
karta and authorised signatory Mr. \_\_\_\_\_,  
Official e-mail ID of karta of  
HUF \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ having  
Income tax PAN \_\_\_\_\_

OR

**(FOR FIRMS)**

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

\_\_\_\_\_ through its  
Authorized Signatory Partner Mr./ Ms./ Mrs.  
\_\_\_\_\_, Official e-mail ID of the  
Firm \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ having Income tax PAN \_\_\_\_\_

OR

**(FOR COMPANIES)**

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

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

**WHEREAS:**

**A. DESCRIPTION OF THE SAID ENTIRE PROPERTY:**

The Developers are the sole and exclusive owners of the piece and parcel of land lying, being and Situate at Village - Kavesar, Taluka and District Thane, bearing 1) Survey No. 128 admeasuring 4050 Square Meters (First Property), 2) Survey No. 129 Hissa No. 2A admeasuring 13,340 Square Meters (Second Property), 3) Survey No. 129 Hissa No. 1 admeasuring 600 Square Meters (Third Property), 4) Survey No. 129 Hissa No. 3 admeasuring 200 Square Meters (Fourth Property), 5) Survey No. 129 Hissa No. 4 admeasuring 1015 out of 3900 Square Meters (Fifth Property), 6) Survey No. 130 admeasuring 5720 Square Meters (Sixth

Property) 7) Survey No. 132 admeasuring 900 Square Meters (Seventh Property) and 8) Amenity Plot admeasuring 1984.41 Square Meters (Eighth Property) from and out of Survey No 131/1 and Survey No. 129 (Part) lying, being and situated at Village - Kavesar, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC), Maharashtra State. All the above-mentioned Eight Properties are admeasuring in aggregate 27809.41 square meters and hereinafter collectively referred to as the **“Said Entire Property”** and more particularly described in the First Schedule hereunder written.

**B. BRIEF DESCRIPTION OF FIRST AND SECOND PROPERTY:**

- B1** Land bearing 1) Survey No. 128 admeasuring 4050 Square Meters (First Property), 2) Survey No. 129 Hissa No. 2A admeasuring 13,340 Square Meters (Second Property) was originally owned by Mr. Tribhuvandas Jamnadas Sheth and cultivated by Mr. Nathu Budhya Madhavi as agricultural tenant.
- B2** Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him his son Mr. Jayantilal Tribhuvandas as his only legal heir.
- B3** On June 30, 1950, one Mr. Dhanjisha R. Jhaveri and Bai Hilabai Burjorji Mehta purchased the First Property, Second Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.
- B4** In pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Nathu Budhya and Mr. Bhaskar Budhya Madhavi were declared to be the tenants in respect of First Property and Second Property.
- B5** Bhaskar Budhya Madhavi demised on April 14, 1996 leaving behind him his legal heirs wife Mrs. Anandibai Bhaskar Madhavi, two married daughters 1) Mrs. Vatsalabai Gurunath Patil and 2) Mrs. Bharati Jagdish Bhosale and two sons 1) Mr. Bajrang Bhaskar Madhavi and 2) Mr. Vasudev Bhaskar Madhavi.
- B6** Nathu Budhya Madhavi and others filed 32/G/Application No. 26/2010 before Tahsildar and Agricultural Lands Tribunal Thane

under section 32 G of Maharashtra Tenancy and Agricultural Lands Act, 1948. The Said 32/G Application was dismissed by the Tahsildar and Agricultural Lands Tribunal Thane, with respect to First and Second Property .Being Aggrieved and dissatisfied of the said order, the Nathu Budhya Madhavi and others has filed Tenancy Appeal No. 107/2011 before the Sub-Divisional officer Thane .In the said Tenancy Appeal the order of Tahasildar was remanded back to Tahasildar for the fresh enquiry. As per the order of Sub-Divisional officer Thane the Nathu Budhya Madhavi and other has filed fresh Application bearing No. 70/B/Kaveasr/22/2011 under section 70 B of Maharashtra Tenancy and Agricultural Lands Act, 1948, against the Dhanjisha R. Zaveri with respect to First property. As per the order of Tahasildar and Agricultural Lands Tribunal Thane Nathu Budhya Madhavi and others were declared as tenants of the First Property. Being aggrieved and dissatisfied of the Being aggrieved and dissatisfied with the order of Tahasildar and Agricultural Lands Tribunal Thane, Dhanjisha R. Zaveri filled Tenancy Appeal before the Sub-Divisional Officer, Thane bearing No. 105 of 2013 and the said appeal also dismissed by the Sub-Divisional Officer Thane. Being aggrieved and dissatisfied with the order of Sub-divisional officer, Thane the Dhanjisha R. Zaveri filed Tenancy Revision Application No. 235 of 2013 before Maharashtra Revenue Tribunal Mumbai. The Hon'ble Maharashtra Revenue Tribunal Mumbai dismissed the said Tenancy Revision Application and being aggrieved and dissatisfied of the order of Maharashtra Revenue Tribunal Mumbai, Dhanjisha R. Zaveri filed Writ Petition No. 3444 of 2018 before High Court, which is pending before Hon'ble High Court, Mumbai.

- B7** Nathu Budhya Madhavi and others filed 32/G/ Application No. 30/2012 before Tahasildar and Agricultural Lands Tribunal Thane under section 32 G of Maharashtra Tenancy and Agricultural Lands Act, 1948. The Tahasildar and Agricultural Lands Tribunal Thane fixed the purchase price with respect to First Property. Being aggrieved and dissatisfied with the order of Tahsildar and Agricultural Lands Tribunal Thane, Dhanjisha R. Zaveri filed Tenancy Appeal No. 174/2013 before sub-Divisional officer Thane, against the order of Tahasildar with respect to First Property. The appeal of Dhanjisha R. Zaveri was dismissed by Sub-Divisional

officer Thane. Being aggrieved and dissatisfied with the order of Sub-divisional officer, Thane the Dhanjisha R. Zaveri filed Tenancy Revision Application No. 174 of 2013 before Maharashtra Revenue Tribunal Mumbai. The said Revision Application of Dhanjisha R. Zaveri was dismissed by the Hon'ble Maharashtra Revenue Tribunal Mumbai. Being aggrieved and dissatisfied of the order of Maharashtra Revenue Tribunal Mumbai, Dhanjisha R. Zaveri has filled Writ Petition No.3250 of 2018 before Hon'ble High Court, Mumbai. with respect to First Property, which is pending before the High Court.

- B8** Tahsildar and Agricultural Land Tribunal passed an order under section 70B of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 (MTAL Act) on April 02, 2012 and thereby declared Mr. Nathu Budhya Madhavi and legal heirs of Mr. Bhaskar Budhya Madhavi as tenants of the First Property.
- B9** Tahsildar and Agricultural Land Tribunal passed an order under section 32G of MTAL Act and determined purchase price to be paid by the tenants to the original owners in respect of First Property by order no. Section 32G/Kavesar/30/2012 dated April 20, 2013 and accordingly Mutation entry no. 3021 was mutated and certified.
- B10** Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated June 21, 2013 under section 32M of MTAL Act after payment of purchase price by the tenants to the original owners in respect of First Property. The Certificate of Purchase is duly registered with Sub-Registrar of Assurances of Thane at serial no. TNN-2/5214/2013. Accordingly, Mutation entry no. 3036 was mutated and certified.
- B11** Tahsildar and Agricultural Land Tribunal passed an order under section 32G of MTAL Act and determined purchase price to be paid by the tenants to the original owners in respect of Second Property by order no. Section 32G/Kavesar/Remand Case/04/2013 dated June 27, 2014 and accordingly Mutation entry no. 3093 was mutated and certified.
- B12** Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated July 19, 2014 under section 32M of MTAL Act after payment of purchase price by the tenants to the original owners in respect of Second Property. The Certificate of Purchase

is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-5/7305/2014. Accordingly, Mutation entry no. 3094 was mutated and certified.

- B13** Legal heirs of Mr. Bhaskar Madhavi and all the members of their respective families executed an Agreement for Sale dated March 05, 2011, in favour of Developers and thereby agreed to sell and transfer their 50% undivided share in the First Property and Second Property and simultaneously assigned exclusive Development Rights thereof. The said Agreement is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/2338/2011.
- B14** Mr. Nathu Budhya Madhavi and all the members of his family executed Development Agreement dated October 21, 2011 in favour of the Developers and thereby assigned exclusive Development Rights in respect of their 50% undivided share in the First Property and Second Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-5/9597/2011.
- B15** The Developers have obtained necessary permissions for purchase of First Property and Second Property under provisions of section 43 and 63 of MTAL Act from Sub-Divisional Officer, Thane.
- B16** Mr. Nathu Budhya Madhavi and others conveyed and transferred their undivided share in the Said First Property and Second Property in favour of the Developers by executing Deed of Conveyance dated August 12, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9429/2015.
- B17** Legal heirs of Mr. Bhaskar Madhavi and all the members of their respective families conveyed and transferred their undivided share in the Said First Property and Second Property in favour of the Developers by executing Deed of Conveyance dated August 12, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9412/2015.
- B18** Tahasildar & Agricultural Lands Tribunal in Tenancy case no. 4 of 2013 and thereby declared that, Nathu Budhya Madhavi and others were tenants of the Second Property and they are entitled to

get purchase price fixed u/s. 32 of MTAL Act. Appeals and Revisions were filed by Mr. Dhanjisha R. Zaveri and others against the said order in the Appellate Courts viz. Sub-Divisional Officer, Thane and the Maharashtra Revenue Tribunal and subsequently Review Petition was filed against Mr. Nathu Budhya Madhavi and others against the order passed in Revision Application. Maharashtra Revenue Tribunal allowed Review Application no. TNC/REVIEW/THN/231/2017 dated April 13, 2018 and thereby set aside its own order under revision application no. REV/TNC/THN/63/2017 and confirmed the order passed by learned Sub Divisional Officer, Thane in Tenancy Appeal No. 116 of 2015 and order passed by Tahasildar & Agricultural Lands Tribunal in Tenancy case no. 4 of 2013.

- B19** Aggrieved with order of Maharashtra Revenue Tribunal under revision application no. REV/TNC/THN/ 63/ 2017, Mr. Dhanjisha R. Zaveri Challenged said order by filing Writ Petition No. 6327/2018 before Hon'ble High court.
- B20** Due to interruption in the development process of Second Property, the Developers have filed Special Civil Suit No. 184 of 2016 in the court of Civil Judge Senior Division, Thane against Mr. Nathu Budhya Madhavi and members of his family and the Hon'ble Court has granted interim injunction in favour of the Developers. One Mrs. Kalpana Fulore has filled MCA No. 51 of 2017 against the order of interim injunction.
- B21** One Mr. Nagnath Raghunath Manera and others have filed Regular Civil Suit No. 290 of 2016 for declaration and injunction against the Developers and others claiming possessory rights in respect of the certain portion of First and Second Property. The Hon'ble Court has dismissed the said suit.
- B22** One Thakarchand Bikhchandand Punmiya (HUF) and 9 others have filed Regular Civil Suit 11/2019 before Civil Court Thane, against the Nathu Budhya Madhavi & 4 others for suit for simplicitor injunction and for the possession of first property and Second property, however the Hon'ble Court has not passed any restraining order against the Developers and others.

**C. BRIEF DESCRIPTION AND HISTORY OF TITLE OF THE THIRD PROPERTY:**

- C1** Land bearing Survey No. 129 Hissa no. 1 admeasuring 600 Square Meters (Third Property) was originally owned by Mr. Kanhaiyalal Bhagwandas Thanawala and others.
- C2** Mr. Kanhaiyalal Bhagwandas Thanawala for himself and as duly constituted attorney of 1) Mr. Chandrakant Bhagwandas Thanawala, 2) Mr. Pushpkant Bhagwandas Thanawala and 3) Mrs. Tarabai Bhagwandas Thanawala executed Agreement for Sale in favour of Developers dated June 3, 2011 and thereby agreed to sell and transfer the said Third Property and simultaneously assigned exclusive development rights thereof. The Said Agreement for Sale is duly registered with Sub-Registrar Assurances, Thane at serial no. TNN-5/5291/2011 and simultaneously executed Power of Attorney in favour of Partners of the Developers firm on June 3, 2011, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. TNN5- 477/2011.
- C3** Mr. Kanhaiyalal Bhagwandas Thanawala and others conveyed and transferred the Said Third Property in favour of the Developers by executing Deed of Conveyance dated August 10, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9246/2015.

**D. BRIEF DESCRIPTION AND HISTORY OF TITLE OF FOURTH PROPERTY:**

- D1** Land bearing Survey No. 129 Hissa No. 3 admeasuring 200 Square Meters (Fourth Property) was originally owned by Mr. Dwarkadas Ratansi Thakkar.
- D2** After demise of Mr. Dwarkadas Ratansi Thakkar on January 31, 1958 and in accordance with the will dated January 21, 1958, Fourth Property and several other properties were bequeathed in favour of his wife Mrs. Premkunvar Dwarkadas Thakkar.
- D3** Mrs. Premkunvar Dwarkadas Thakkar demised on August 16, 1967 leaving behind her legal heirs viz. three daughters 1) Mrs. Kanta Rasiklal Makhecha, 2) Mrs. Yesumati Anilkumar Makhecha and 3) Miss Shobha Dwarkadas Thakkar alias Mrs. Shobha Suresh Makhecha.



- D4** Mrs. Yesumati Anilkumar Makhecha demised on December 14, 1971 leaving behind her legal heirs viz. husband Mr. Anilkumar Karsandas Makhecha and son Rajesh Anilkumar Makhecha, which was duly recorded in the Record of Rights.
- D5** Mrs. Kanta Rasiklal Makhecha executed an Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on September 28, 1998, and thereby assigned exclusive development rights in respect of her 1/3<sup>rd</sup> undivided share in the Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.
- D6** Mrs. Kanta Rasiklal Makhecha demised on February 7, 2005 leaving behind her legal heirs viz. son Mr. Nikhil Rasiklal Makhecha, 2) Mr. Sandip Rasiklal Makhecha, which was duly recorded in the Record of Rights.
- D7** Mrs. Shobha Dwarkadas Thakkar alias Shobha Suresh Makhecha, executed Development Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on November 24, 1999 and thereby assigned exclusive development rights in respect of her 1/3<sup>rd</sup> undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.
- D8** Mr. Rajesh Anilkumar Makhecha and Mr. Anilkumar Karsandas Makhecha also executed a Development Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on October 31, 2000, and thereby assigned exclusive Development Rights in respect of their 1/3<sup>rd</sup> undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.
- D9** In the meanwhile Mr. Sandip Rasiklal Makhecha released his share in the Said Fourth Property and several other properties in favour of Mr. Nikhil Rasiklal Makhecha, by executing Release Deed dated October 29, 2009, which is duly registered with the Sub-Registrar Assurances, Thane at serial no. TNN-5/9306/2009.

Accordingly his name was removed from the Records of Rights by mutating Mutation entry no. 2530.

- D10** Mr. Rajesh Anilkumar Makhecha and Mr. Anilkumar K. Makhecha also executed an Agreement for Sale in favour of M/s Roma Builders Private limited on April 07, 2011, which is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN5/3141/2011 and also executed Power of Attorney on April 07, 2011 which is duly authenticated with the Sub-Registrar Assurances, Thane-5 at serial no. 3142/2011, and thereby assigned exclusive Development Rights in respect of their 1/3<sup>rd</sup> undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.
- D11** M/s. Roma Builders Private Limited executed an Agreement for sale cum Assignment of Development Rights in favour of Developers dated August 08, 2012 and thereby agreed to sell and transfer the said Fourth Property. The Said Agreement for Sale cum Assignment of Development Rights was duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-5/6905/2012. M/s. Roma Builders Private Limited also executed General power of attorney in favour of the partners of the Developers firm on August 14, 2012, which is duly authenticated with the Sub-Registrar of Assurances, Thane-5 at serial no. 640/2012.
- D12** Mr. Nikhil Rasiklal Makhecha executed an Agreement for Sale dated June 09, 2015 in favour of Developers in respect of Said Fourth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/6458/2015, and simultaneously granted Power of attorney in favour of the Developers which is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-5/6460/2015.
- D13** Mrs Shobha Dwarkadas Thakkar and others in confirmation with M/s. Roma Builders Private Limited transferred and conveyed the said Fourth Property by executing Deed of Conveyance dated January 02, 2016 in favour of Developers, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/005/2016.

**E. BRIEF DESCRIPTION AND HISTORY OF TITLE OF FIFTH PROPERTY:**

- E1** Portion admeasuring 1015 Square Meters (Fifth Property) out of Land bearing Survey No. 129 Hissa No. 4 admeasuring in aggregate 3900 square meters was originally owned by Mr. Panglya Mahadu Bhoir (Daki) and his Hindu Undivided Family. Hereinafter Land bearing Survey No. 129 Hissa No. 4 admeasuring in aggregate 3900 square meters is referred to as “Bhoir Property”.
- E2** Mr. Panglya Mahadu Bhoir (Daki), demised in or around 1942 leaving behind him his legal heirs brother Mr. Sambhu Mahadu Bhoir, two sons 1) Mr. Mukund Panglya Bhoir and 2) Mr. Madan Panglya Bhoir, which is duly recorded in the Records of Rights.
- E3** Mr. Sambhu Mahadu Bhoir demised in or around 1953 leaving behind him his son Mr Gajanan Sambhu Bhoir as his only legal heir.
- E4** Mukund Pangalya Bhoir demised in the year 1979 leaving behind him his legal heirs wife Mrs. Gomubai Mukund Bhoir, three sons 1) Mr. Govind Mukund Bhoir, 2) Mr. Mahadev Mukund Bhoir, 3) Mr. Keshav Mukund Bhoir, four daughters 1) Mrs. Hirubai damu Joshi, 2) Mrs. Ramabai Ramesh Patil, 3) Ms Jijabai Mukund Bhoir, 4) Ms Ratnabai Mukund Bhoir, which is duly recorded in the Records of Rights.
- E5** Additional Collector and Competent Authority passed an order dated March 04, 2003, bearing serial no. ULC/T.A/WS.H.S.20/S.R/1298, and thereby sanctioned Weaker Section Housing Scheme under section 20 of Urban land (Ceiling and Regulations) Act, 1976 in respect of Bhoir Property.
- E6** Mr. Gajanan Sambhu Bhoir demised in the year 1979 leaving behind him his legal heirs, wife Mrs. Bhimbai Gajanan Bhoir and son Mr. Kamlakar Gajanan Bhoir.
- E7** Mrs. Gomubai Mukund Bhoir demised on December 12, 1989 leaving behind her legal heirs, three sons 1) Mr. Govind Mukund Bhoir, 2) Mr. Mahadev Mukund Bhoir, 3) Mr. Keshav Mukund Bhoir, four daughters 1) Mrs. Hirubai dattu Joshi, 2) Mrs.

Ramabai Ramesh Patil, 3) Ms Jijabai Mukund Bhoir and 4) Ms Ratnabai Mukund Bhoir.

- E8** Hon. Collector Thane, granted permission for Non-Agricultural use of Bhoir Property by issuing order no. Revenue/Kra. 1/Te-1/NAP/SR -66/2004 dated July 28, 2004.
- E9** Mr. Govind Mukund Bhoir and others have granted exclusive Development Rights in respect of Bhoir Property and several other properties by executing Development Agreement in favour of Roma Builders Private Limited, dated November 09, 2001 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/9896/2001. The said Govind Bhoir and others also granted Power of Attorney in favour of the M/s. Roma Builders Private Limited, which is duly authenticated by the Sub-Registrar of Assurance, Thane-1 at serial no. 333/2001.
- E10** M/s. Roma Builders Private Limited executed an Agreement for sale cum Assignment of Development Rights in favour of Developers dated August 08, 2012 and thereby agreed to sell and transfer the said Fifth Property. The Said Agreement for Sale cum Assignment of Development Rights is duly registered with Sub-Registrar Assurances, Thane at serial no. TNN-5/6905/2012. M/s. Roma Builders Private Limited also executed a General Power of Attorney in favour of the partners of the Developers firm on August 14, 2012, which is duly authenticated with the Sub-Registrar Assurances, Thane-5 at serial no. 640/2012.

**F. BRIEF DESCRIPTION AND HISTORY OF TITLE OF SIXTH PROPERTY:**

- F1** Land bearing Survey No. 130 admeasuring 5720 square meters (Sixth Property) was originally owned by Mr. Dwarkadas Ratansi Thakkar and cultivated by Mr. Raghunath Dinanath Mhatre, Mr. Tulshiram Dinanath Mhatre, Mr. Bhagirath Dinanath Mhatre, Mr. Jaywant Dinanath Mhatre and Mr. Narayan Dinanath Mhatre as agricultural tenants.
- F2** After demise of Mr. Dwarkadas Ratansi Thakkar on January 31, 1958 and in accordance with the provisions of his will dated January 21, 1958, Sixth Property and several other properties

were bequeathed in favour of his wife Mrs. Premkunvar Dwarkadas Thakkar.

- F3** Mrs. PremKunvar Dwarkadas Thakkar demised on August 16, 1967 leaving behind her legal heirs viz. three daughters 1) Mrs. Kanta Rasiklal Makhecha, 2) Mrs. Yesumati Anilkumar Makhecha and 3) Miss Shobha Dwarkadas Thakkar alias Mrs. Shobha Suresh Makhecha.
- F4** Mrs. Yesumati Anilkumar Makhecha demised on December 14, 1971 leaving behind her legal heirs viz. husband Mr. Anilkumar Karsandas Makhecha and son Mr. Rajesh Anilkumar Makhecha, which was duly recorded in the Record of Rights.
- F5** Additional Tahsildar and Agricultural Land Tribunal, Thane passed an order under section 32 G of MTAL Act, 1948 and thereby determined the Purchase price to be paid by Tenant purchaser and accordingly Tenant Purchaser was recorded as occupant in the Records of Rights of Sixth Property by Mutation entry no. 1445.
- F6** After payment of entire purchase price by the Tenant Purchaser, Additional Tahsildar and Agricultural Land Tribunal, Thane issued Certificate of Purchase under section 32 M of the MTAL Act, 1948.
- F7** Mr. Tulshiram Dinanath Mhatre demised in or around 1974 leaving behind him his legal heirs, wife Mrs. Barkubai Tulshiram Mhatre, son Mr. Dinesh Tulshiram Mhatre, three Daughters 1) Mrs. Alka Kesharinath Bhoir, 2) Mrs. Manda Ashok Bhoir and 3) Mrs. Jaywanti Namdev Patil.
- F8** Mrs. Santubai Devram Patil (daughter of late Mr. Dinanath Mhatre) and others executed an Agreement for Sale in respect of Sixth Property in favour of the Developers dated May 13, 2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/3993/2014 and simultaneously granted Power of Attorney of even date which is also duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/3994/2014.
- F9** Mr. Narayan Dinanath Mhatre and others granted Development Rights in respect of Sixth Property and further agreed to convey the same in favour of the Developers by executing an Agreement

for Sale dated April 17, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/4380/2015 and simultaneously granted Power of Attorney of even date which is also duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/4381/2015.

**G. BRIEF DESCRIPTION AND HISTORY OF TITLE OF SEVENTH PROPERTY:**

- G1.** Land bearing Survey No. 132 admeasuring 900 square meters (Seventh Property) was originally owned by Mr. Tribhuvandas Jamnadas Sheth and cultivated by Mr. Laxman Chango Manera and others as agricultural tenants.
- G2.** Mr. Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him his son Mr. Jayantilal Tribhuvandas as his only legal heir.
- G3.** On June 30, 1950, one Mr. Dhanjisha R.Jhaveri and Bai Hila Burjorji Mehta purchased the Seventh Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.
- G4.** Mr. Dhanjisha R. Jhaveri and Bai Hila Burjorji Mehta executed registered Power of Attorney for consideration in respect of Seventh Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal Hajarimal. Accordingly, the Power of Attorney holders were also added as occupants in the Records of rights of the Seventh Property and several other properties by Mutation Entry no. 1314 and 1315.
- G5.** In pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Laxman Chango Manera and others were declared to be the tenants in respect of Seventh Property.
- G6.** Mr. Narayan chango Manera demised in the year 1979 leaving behind him his legal heirs wife Mrs. Chandrabai Narayan Manera and son Mr. Sudhakar Narayan Manera.

- G7.** Mr. Jaganath Chango Manera demised in the year 1981 leaving behind him his legal heirs, wife Mrs. Baibai Jaganath Manera, five sons 1) Mr. Govind Jaganath Manera, 2) Mr. Naresh Jaganath Manera, 3) Mr. Datta Jaganath Manera, 4) Mr. Parshuram Jaganath Manera and 5) Mr. Navnath Jaganath Manera.
- G8.** Mr. Laxman Chango Manera demised on July 26, 1991 leaving behind him his legal heirs, wife Mrs. Bamubai Laxman Manera three daughters, 1) Mrs. Hashibai Ramchandra Gondhali, 2) Mrs. Vithabai Atmaram Gondhali, and 3) Mrs. Motibai Pandhurang Patil, which was duly recorded in the Records of Rights.
- G9.** Mrs. Hashibai Ramchandra Gondhali demised on May 19, 2001 leaving behind her legal heirs, two sons 1) Mr. Kailash Ramchandra Gondhali and 2) Mr. Ulhas Ramchandra Gondhali, two daughters 1) Mrs. Nanda Ravikant Mhatre and 2) Mrs. Ranjana Pravin Kene, which was duly recorded in the Records of Rights.
- G10.** The Tahsildar and Agricultural Land Tribunal, Thane passed an order under section 70 B of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 in respect of Seventh Property and several other properties and thereby declared Mr. Datta Jaganath Manera and 13 others as Agricultural Tenants by order dated March 16, 2006 bearing no. Ku.Kuka/70B/Kavesar/08/2002.
- G11.** The Agricultural Land Tribunal, Thane, passed an order under section 32 G of MTAL Act, 1948 and thereby directed the Tenant Purchaser(s) Mr. Datta Jagannath Manera and others to pay purchase price and accordingly the Tenant Purchaser(s) were recorded as occupants in the Records of Rights of the Seventh Property by Mutating Mutation Entry no. 2193.
- G12.** On payment of entire Purchase Price by Mr. Datta Jaganath Manera and 13 others (Tenant Purchaser), the Agricultural Land Tribunal, Thane granted Certificate of Purchase under section 32 M of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 on May 06, 2006 bearing no. 11/2006. The charge of Purchase Price of original land owner was removed from the other Rights Column of 7/12 extract.

- G13.** Mrs. Vithabai Atmaram Gondhali demised on August 09, 2007 leaving behind her legal heirs son Mr. Kishor Atmaram Gondhali, three daughters 1) Mrs. Janabai Pandurang Shinge, 2) Mrs. Kanta alias Kunti Balkrushan Chaudhari and 3) Mrs. Vaishali Atmaram Gondhali, which was recorded in the Records of Right.
- G14.** Mr. Kishor Atmaram Gondhali and others executed Development Agreement dated September 23, 2011 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9<sup>th</sup> undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-2/10234/2011, and simultaneously granted Power of attorney in favour of the Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-2, at serial no. 564/2011.
- G15.** Mr. Kailash Ramchandra Gondhali and others executed Development Agreement dated September 26, 2011 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9<sup>th</sup> undivided share in the Seventh Property. The Said Development agreement is duly registered with the Sub-Registrar of assurance of Thane at Serial no. TNN-2/10248/2011 and simultaneously granted Power of attorney in favour of the Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-2, at serial no. 582/2011.
- G16.** Mr. Kanhaiya Pandurang Patil and others executed Development Agreement dated June 15, 2012 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9<sup>th</sup> undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/5265/2012 and simultaneously granted Power of attorney in favour of the Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-5, at serial no. 502/2012.
- G17.** Mr. Govind Jaganath Manera executed Development Agreement dated March 29, 2013 in favour of Developers and thereby assigned exclusive Development Rights in respect of his 1/15<sup>th</sup> undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances



of Thane at Serial no. TNN-5/3569/2013 and simultaneously granted Power of attorney in favour of the Developers which is duly registered with Sub-Registrar of Assurances, Thane, at serial no. TNN-5/3570/2013.

**G18.** Mr. Sudhakar Narayan Manera and others executed Agreement dated December 29, 2015 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 3/5<sup>th</sup> undivided share in the Seventh Property. The Said Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-9/9363/2015 and the Said Sudhakar Narayan Manera and others have simultaneously granted Power of Attorney in favour of the Developers which is duly registered with Sub-Registrar of Assurances, Thane, at serial no. TNN-9/9366/2015.

**G19.** The Developers have thus obtained Development Rights of the entire Seventh Property.

**H. BRIEF DESCRIPTION AND HISTORY OF TITLE OF EIGHTH PROPERTY:**

Land bearing Survey No. 131, Hissa no. 1, admeasuring area 1984.41 square meters (Eighth Property) from and out of aggregate area 72070 square meters, in Survey No. 129 (part) admeasuring area 65,600 square meters (Madhavi Property), and Survey No. 131 admeasuring area 6,470 square meters (Mhatre Property) was originally sanctioned as Amenity Plot by TMC in accordance with the layout and building plan submitted for sanction by the developers of Madhavi Property and Mhatre Property (M/s. Shruti Builders).

**H1. HISTORY OF MADHAVI PROPERTY:**

**H1.1** Mr. Nathu Budhya Madhavi and others are otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land bearing Revenue Survey no. 129 (part) lying, being and situate at Village Kavesar in the Registration District and sub-District of Thane and also within the limits of TMC admeasuring 6H-56R-6P, which is equivalent to 65,660 square meters, which property is the aggregate of the various properties more particularly described in the First Schedule.

**H1.2** Mr. Nathu Budhya Madhavi and others executed necessary agreements and Power of Attorney in favour of M/s. Shruti Builders in respect of the Madhavi Property in the following manner:

<b>Sr. No</b>	<b>Name of Land Owner</b>	<b>Agreement details</b>	<b>Registration detail</b>
1.	Mr. Nathu Budhya Madhavi and his wife Mrs. Krishnabai Nathu Madhavi	Agreement for Sale	Dated – 07/05/1991 Sr. no. 3343/91
2.	Mr. Nathu Budhya Madhavi and his wife Mrs. Krishnabai Nathu Madhavi	Power of Attorney	Dated– 07/05/1991 Sr. No. 116/91
3.	Mr. Narayan Nathu Madhavi	Agreement for sale	Dated – 06/05/1991 Sr. no. 3302/91
4.	Mr. Narayan Nathu Madhavi	Power of Attorney	Dated – 07/05/1991 Sr. no. 115/91
5.	Mrs. Baby Chango Mhatre	Agreement for sale	Dated – 07/05/1991 Sr. no. 3344/91
6.	Mrs. Baby Chango Mhatre	Power of Attorney	Dated – 07/05/1991 Sr. no. 111/91
7.	Mr. Abhimanyu Nathu Madhavi	Agreement for sale	Dated – 07/05/1991 Sr. no. 3303/91
8.	Mr. Abhimanyu Nathu Madhavi	Power of Attorney	Dated – 07/05/1991 Sr. no. 114/91
9.	Mrs. Subhadra Bandu Mhatre	Agreement for sale	Dated – 07/05/1991 Sr. no. 3346/91
10.	Mrs. Subhadra Bandu Mhatre	Power of Attorney	Dated – 07/05/1991 Sr. no. 113/91
11.	Mrs. Motibai Namdeo Patil	Agreement for Sale	Dated – 07/05/1991 Sr. no. 3345/91
12.	Mrs. Motibai Namdeo Patil	Power of Attorney	Dated – 07/05/1991 Sr. no. 112/91

## **H2. HISTORY OF MHATRE PROPERTY:**

**H2.1** At all Material times, 1) Mrs. Muktabai Laxman Mhatre 2) Mr. Sitaram Laxman Mhatre 3) Mr. Giridhar laxman Mhatre 4) Mr.. Bhuvaneshwar Laxman Mhatre 5) Mr. Chatrapati Laxman Mhatre 6) Mrs. Jaibai Ramesh Patil 7) Mrs. Pramila Shivram Patil. 8) Mr. Krushna Narayan Mhatre.9) Mrs. Guasabai alias Gauribai Vasudev Mhatre. 10) Mr. Chintaman Vasudev Mhatre 11) Mr. Bhanudas Vasudev Mhatre 12) Mrs. Vasumati Vasudev Mhatre. 13) Mr. Indrabai Kashinath Patil 14) Mrs. Leelabai Chaudhari 15) Mrs. Vithabai Sudam Patil 16) Mr. Sajjan Chango 17) Mr. Hari Sajjan Chaudhari 18) Mrs. Vithabai Gajanan Manera 19) Mrs. Gulab Shyam Pisekar 20) Mrs. Laxmi Phoolchandra Bhoir 21) Mrs. Rajani Bharat Gondhali 22) Mr. Bhushan Krishna Mhatre 23) Mrs. Kumavati Umesh Manera 24) Mrs. Sunita Krishana Mhatre 25) Mr. Laxman Krishna Mhatre 26) Mr. Ulhas Krishan Mhatre and 27) Mrs. Revati Krishna Mhatre, hereinafter collectively referred as “Said Mhatre Family” were owners and as such absolutely seized and possessed of “Mhatre Property” viz. all that piece and parcel of land bearing Survey No. 131 admeasuring 6470 square meters lying, being and situated at village Kavesar registration Sub-District and District of Thane and within the Municipal Corporation.

**H2.2** By and under an Agreement for Development dated May 10, 2002, which document is duly registered with the Sub Registrar of Assurances Thane on the same day under Sr. No. 2190/2002, and also other incidental and ancillary documents like power of Attorney, Declaration etc. the Said Mhatre family has entrusted the development rights, titles and interest in respect of the Mhatre property in favour of M/s. Shruti Builders herein for the consideration and on the terms and condition more particularly mentioned therein. In the aforesaid Agreement dated May 10, 2002 and also in Power of Attorney and other documents contemporaneously executed by the Said Mhatre Family have delivered vacant, physical and peaceful possession of the Mhatre Property to M/s. Shruti Builders herein in part performance of the contract.

### **H3 THE MADHAVI PROPERTY AND THE MHATRE PROPERTY ARE CONTIGUOUS TO EACH OTHER:**

**H3.1** The TMC has sanctioned the building plans for the Madhavi Property vide VP No. 91108/TMC/TDD/575 dated May 27, 1992 and the Collector Thane was also pleased to issue the N.A. Permission vide Reference No. Mahasul/Division-1/Table 7/NAP/SR/116/92 on September 21, 1992 in respect of the Madhavi Property.

**H3.2** Thereafter the said TMC has also issued Commencement Certificate in respect of the proposed construction over the Madhavi Property vide VP No. 91108/TMC/TDD/180 on April 19, 1993.

**H3.3** M/s. Shruti Builders executed the Agreement for Development on January 07, 1995 with M/s. Seth Developers Ltd. assigning the rights of construction over the Madhavi Property by utilizing the FSI and free of FSI, construction such as balcony and staircase etc. aggregating total construction of 605000 square feet which is equivalent to 56205 square meters. Accordingly, M/s. Seth Developers completed construction and development activities over the Madhavi Property in accordance with the said sanctioned plans.

**H3.4** M/s. Shruti Builders were under obligation to keep open an area of 3067 square meters for Amenity Space which was not subject matter of Development rights assigned in favour of M/s. Seth Developers.

**H3.5** M/s. Shruti Builders and the said M/s. Seth Developers Ltd have executed Memorandum of Understanding on February 09, 2002 whereby it was confirmed that M/s. Shruti Builders shall have absolute right and authority to deliver the possession of amenity plot and school reservation plot to the TMC after carrying out necessary revision in the building plan.

**H3.6** M/s. Shruti Builders also obtained the non-agricultural permission in respect of the Mhatre Property from Collector, Thane

on 02/04/2004 vide Ref. No. Mahsul/Div-1/Tasle – 1/NAP/ SR – 20/2004.

**H3.7** The TMC has issued Commencement Certificate after amalgamating the Mhatre Property and the Madhavi Property on May 20, 2004 vide no. 2003/29/TMC/TDD/641 which was later revised on March 29, 2005 vide No. 2003/29/TMC/TDD/TPS/6092.

**H3.8** The Amenity Space for the Mhatre Property and the Madhavi Property was provided in two parts out of which Amenity Space Part I was having an area of 1984.41 square meters out of the Mhatre Property and the Madhavi Property, which is referred in present agreement as Eighth Property.

**H3.9** M/s. Shruti Builders granted exclusive development rights and also agreed to transfer and convey the Eighth Property in favour of the Developers by executing an Agreement for Sale dated April 12, 2016, which is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-2/4844/2016 and simultaneously granted Power of attorney in favour of the Developers which is duly registered with Sub-Registrar of Assurances, Thane, at serial no. TNN-2/4846/2016.

**I. DEVELOPMENT RIGHTS OF THE SAID ENTIRE PROPERTY:**

By virtue of various deeds, agreements and documents mentioned herein above, the Developers are entitled to develop the Said Entire Property on the terms and conditions detailed in the above mentioned Agreements and such other antecedent documents. The Developers are authorized and permitted to sell and transfer on ownership basis, various flats, apartments, tenements, shops and offices premises and other Units in the buildings and structures to be constructed by the Developers at its own cost on the Said Entire Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Developers and the Developers may subject to the provisions of Development Control Regulations and other contractual obligations with TMC, likely to allot constructed premises to the TMC as constructed Amenity as per the specifications and sanctions by TMC and the Developers are also

required to construct for and allot to the original land owners certain residential and commercial premises in pursuance of various agreements mentioned herein before, being consideration of land mutually agreed between the respective parties, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchaser(s)/transferees of the same. The said Agreements also inter alia provides that on completion of development of the Said Entire Property or portions thereof from time to time, the Developers alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises constructed/provided thereon to the Purchaser(s)/transferees/ Allottees thereof. The Developers have allotted requisite area to the concerned land owners in pursuance of the various agreements mentioned in the present title report and further undertake to ensure compliance of Real Estate (Regulation and Development) Act, 2016 from all the respective land owners.

- J. COMPLEX:** Pursuant to the right and authority obtained by Developers under relevant Agreements, Developers are desirous of and entitled to develop Sub Plot A1 admeasuring 16819.28 square meters (hereinafter referred to as **“Said Property”** and more particularly described in the Schedule II attached hereto) out of the Said Entire Property admeasuring 27809.41 square meters. The proposed development on Sub Plot A1 out of the Said Entire Property shall consist of commercial component, stilt and multilevel podium and 3 towers including shops, offices, flats/apartments, tenements, Constructed Amenities, dwelling units and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto like Club House along with swimming pool and gymnasium etc., garden, open spaces etc. to be known as **“MANHATTAN”** and hereinafter referred to as **“COMPLEX”**. The Developers have been developing the said Complex for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s), Allottees and other transferees, in a phase wise manner and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s) / transferees of the said Apartments. It is specifically recorded that development in the

Said Property and the Sub Plot A2 are completely distinct projects and therefore occupants/Purchaser(s)/Allottees in the proposed construction on Sub Plot A2 shall not have any right, title or interest in the Said Property or Common area and amenities therein and similarly Occupants/Purchaser(s)/Allottees in the proposed construction on Said Property shall not have any right, title or interest in the Sub Plot A2 or Common area and amenities therein.

**K. DESCRIPTION OF SUB-PLOT A-1:** The certain portions from and out of Said Entire Property were subject to various reservations as per the Development Control Regulations/Rules in force of TMC. The Developers have surrendered the said reserved portions from and out of Said Entire Property in favour of the TMC. The Developers are constructing and developing Said Project on portion admeasuring 16819.28 square meters from and out of the Said Entire Property (said portion is hereinafter referred to as the **Said Property** and more particularly described in the Schedule II attached hereto) and the details are as follows:

<b>Old Survey no.</b>	<b>Area admeasuring (in sq.mt.)</b>	<b>New survey no</b>	<b>Area admeasuring (in sq.mt.)</b>	<b>Area of Sub-Plot A1</b>
128	4050	128/1	2800	2636.53
129/2A	13,340	129/2/1	3700	3700
		129/2/6	1900	1900
129/1	600	129/1B	130	130
129/3	200			166
129/4	1015 out of 3900	129/4A	1020	790
130	5720	130/2	5480	5412.75
132	900	132/2	100	100
Amenity Plot from and out of Survey No				1984

131/1 and Survey No. 129				
				16819.28

The copies of the latest 7/12 extracts of the Said Entire Property are annexed hereto and marked **Annexure “G”** respectively;

- L. ENVIRONMENTAL CLEARANCE:** The area of the Said Complex exceed stipulated limit and therefore in pursuance of application of the Developers, the Ministry of Environment, Forest and Climate Change has granted sanction for the Said Complex vide letter dated May 03, 2017 on terms and conditions contained therein.
- M. APPROVALS AND PERMISSIONS:** The Tahsildar, Thane have determined the Occupancy Class and charge on the Said Entire Property by Order no. Mahsul/k-1/TE 2/ Jaminbab/kavi-2735/SR-TAH-3/2016 dated February 26, 2016 and copy of the same is annexed hereto as “**Annexure A**”. The Developers have complied with the provisions of Section 42 A of Maharashtra Land Revenue Code by giving necessary intimation to the concerned village officer and Tahsildar of having received necessary approvals and sanctions from TMC for the layout and building plan. TMC has granted commencement certificate which is revised from time to time are as follows:

Type of CC	Date	Outward No.
CC	April 22, 2016	V.P. No. S06/0228 /15/TMC/TDD/1775/16
First Revised CC	November 29, 2016	V.P. No. S06/0228/ 15/ TMC /TDD / 1999/16
Second Revised CC	August 01, 2017	V.P. No. S06/0228/ 15/ TMC /TDD / 2269/17
Third Revised CC	March 17, 2018	V.P. No. S06/0228/15/ TMC /TDD / 2544/18
Fourth Revised CC	December 27, 2018	V.P. No. S06/0228/15/ TMC /TDD /2924/18



Fifth Revised CC	October 05, 2019	V.P. No. S06/0228/15/ TMC /TDD /3192/19
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Copy of the last revised Commencement Certificate is annexed hereto as "**Annexure B**". TMC has presently sanctioned Commencement Certificate and granted development permission for buildings in Plot A1 in the following manner:

<b>Building No.</b>	<b>Commencement certificate</b>	<b>Development permission</b>
Building 1	lower ground plus ground (part) plus stilt (part) plus 1 to 3 podium floors plus 1 to 32 upper floors	lower ground plus ground (part) plus stilt (part) plus 1 to 3 podium floors plus 1 to 32 upper floors
Building 2	lower ground plus ground(part) plus stilt( Part) Plus 1 to 3 podium floors plus 1 to 23 upper floors	lower ground plus ground(part) plus stilt( Part) Plus 1 to 3 podium floors plus 1 to 28 upper floors
Building 3	lower ground plus ground(Part) Plus Stilt( Part) plus 1 to 3 podium floors plus 1 upper floor	lower ground plus ground(Part) Plus Stilt( Part) plus 1 to 3 podium floors plus 1 to 4 upper floors
Club House and amenity building	ground and 1 upper floor	
Fitness centre	lower ground plus ground plus first podium floor	

The Building Plan and Commencement Certificate are expected to be revised in the due course of time for construction of additional

floors to the extent specified in the present agreement. TMC has approved designs, specifications, elevations, sections and details of the said new buildings, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers. Upon due observance and performance of the terms and conditions laid down by the TMC, the Completion and Occupation Certificates shall be granted by the said local authority. The Said Entire Property is naturally subdivided into three different parts out of which Sub Plot A1 admeasuring in aggregate 16819.28 square meters is the subject matter of Present Agreement. The Sub Plot A2 having area of 1520.94 square meters shall be independently developed by the Developers or their nominees with separate common areas and amenities. The Sub Plot A3 is small un-built portion of 100 square meters while portion of 8295.9 square meters is reserved for 40 meters wide and 25 meters wide D.P. road. Portion admeasuring 161.25 square meters is not in possession of the Developers and therefore Developers have specifically reserved right to make such area available for development and to carry out necessary amendment in the layout and building plan. The actual area of Said Entire Property as per the triangulation method is 27,319.25 square meters and the area considered for development is 27093.01 square meters. The Developers have commenced construction of the said new buildings in accordance with the said plans, designs and specifications

- N. BUILDING PLANS / LAYOUT PLANS:** Developers have specifically made it clear that they shall be uploading TDR to the maximum permissible extent and shall also be availing benefits of Premium FSI and thereby obtain permission of construction of 3 towers/buildings. The commercial component in the Said Complex is sanctioned/ proposed at ground, mezzanine and podium level two. The Said Commercial component at ground and mezzanine floor is spread beneath or around all the three buildings while podium level II offices are restricted only around building no. 1 and 2. The commercial component which is common contiguous structure of all the three buildings is hereinafter collectively referred as “Base Building” and the said base building shall be

treated as separate building for the administrative convenience and shall be known as “**Fifth Avenue**”. The Developers shall also construct building no. 1 (to be known as “**Bronx**”) upto 32 upper floors, building no. 2. (to be known as “**Brooklyn**”) Upto 35 upper floors and, building no 3(to be known as “**Hudson**”) upto 42 upper floors. The Building No. 1, 2 and 3 are being constructed and proposed to be constructed over and above base building. The Base Building shall also consist of constructed amenity to be handed over to TMC. The Developer may obtain part occupancy certificate for commercial premises from Thane Municipal Corporation (TMC) and may deliver possession to the Purchasers/Allottees of commercial premises.

- O. Phase wise Development:** The Developers shall carry out and complete construction of base building (Fifth Avenue) and building no. 1 (“Bronx”) as the first phase of the project, and building no. 2 (“Brooklyn”) shall be the second phase and building no. 3 (“Hudson”) shall be the third and final phase of the project. The Developers have further made it clear that they propose to modify the layout plan and building plan for facilitating specific requirements of the customers and for better planning and convenience. The Layout plan/building plan may also change due to any directions / conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on Purchaser(s) and Purchaser(s) hereby agrees that it shall not be necessary on the part of Developers to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/ layout plan of the residential complex as may be amended and approved from time to time shall supersede the presently sanctioned building plans as given in **ANNEXURE “C”** hereto. The copy of plan showing Said Entire Property along with Sub Plot No A1, A2 and A3 as well as portion reserved for DP Road is attached hereto as “**ANNEXURE "D"**”. The Developers propose to carry out development in phased manner. The Developers shall have discretion of amalgamation of the Said Entire Property or any part thereof with other adjacent properties and to develop external amenities in phased manner and to classify external amenities into amenities restricted for a particular phase and amenities for the entire Project.

**P. ARCHITECT AND STRUCTURAL CONSULTANT:**

Developers have entered into a standard agreement with its Architect, viz. “**10 Folds Architects and Consultants**” (hereinafter referred to as “**The Architect**”), who is registered with the Council of Architects, and Developers have also appointed a structural engineer **H. M. Raje and consultant** for the preparation of the structural design and drawings of the said new buildings;

**Q. PREMISES DETAILS:**

Purchaser(s) has/have applied to Developers for allotment of Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ square meters RERA Carpet Area and deck area admeasuring \_\_\_\_\_ square meters and/or dry balcony admeasuring \_\_\_\_\_square meters area along with enclosed balcony admeasuring \_\_\_\_\_ square meters and cupboard area admeasuring \_\_\_\_\_ square meters(hereinafter referred to as the "**Said Premises**") in the Building No. 2 known as **BROOKLYN** (hereinafter referred to as the "**Said Building**"), as shown in the floor plan thereof hereto annexed and marked as **Annexure "E"**, and thereon shown by red colour boundary line, for the Sale Price of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_ only). The Purchaser shall also be responsible for payment of taxes and charges as mentioned in the payment schedule. Relying upon the aforesaid application, Developers have agreed to allot and sell to Purchaser(s), the said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing. Notwithstanding anything contained in the present Agreement, the Developers shall have sole and unfettered discretion to change the layout and Building plan of Building in the Complex, other than Said Building. The Purchaser(s) have given informed consent to make such variations in the accordance with provision of Section 7 and 7A of Maharashtra Ownership Flats Act, 1966 and Section 14 of Real Estate and Regulation Development Act, 2016.

**R. INSPECTION OF DOCUMENTS BY PURCHASER(S):** The Purchaser(s) demanded from the Developers and the Developers have given inspection to the Purchaser(s), of all the revenue record,

sanctioned plans, development permissions and documents of title relating to the said Property described in the Second Schedule hereunder written, which entitles Developers to allot the said Premises constructed on the basis of plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (**RERA**) and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the said Act”) and the Rules made there under. The Purchaser(s) is/are satisfied with the title documents furnished by the Developers. Purchaser(s) has/ have apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard;

- S. TITLE CERTIFICATE:** Copy of the Certificate of Title dated November 07 2019 issued by Prasanna Mate and Associates being the Advocates of the Developers is annexed hereto and marked **Annexure “F”**.
- T. AUTHORITY TO SIGN:** Purchaser(s) have represented and warranted to Developers that Purchaser(s) have the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.
- U. RERA COMPLIANCE:** The Developers shall comply with the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Rules made thereunder and guidelines framed by the Maharashtra Real Estate Regulatory Authority from time to time. The MAHARERA has granted registration certificate for the said project on **22<sup>nd</sup> September 2017** bearing certificate no. **P51700013323** marked as **Annexure “H”**
- V. GOVERNING ACT:** The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016

(RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

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

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Developers and Purchaser(s).
- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The area of enclosed balcony, dry balcony/deck area and cupboards is shown separately. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4** 'Club' shall mean "club house" approved by TMC for Said Property.
- 1.5** 'Common Areas' shall mean the areas in the Complex, which are meant for common use.
- 1.6** 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Developers.
- 1.7** 'Earnest Money' shall mean 5% of Sale Price as defined hereinafter.
- 1.8** 'Instalments' shall mean the Sale Price to be paid as per the instalments detailed out in the Present Agreement.

**1.9** 'Maintenance Agency' shall mean the agency appointed by Developers for carrying out the day to day maintenance and upkeep of the common areas of Building and Complex and/or for the maintenance of the equipment/s installed for the Complex.

**1.10** Maintenance Agreement' shall mean the agreement, which shall be executed between the Developers and Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Complex.

**1.11** Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.

**1.12** 'The Said Organisation' shall mean the society / condominium of Apartment/ company formed of the owners /Purchaser(s) /unit holders in the buildings to be constructed on the Said Entire Property.

## **ARTICLE 2**

### **SALE**

The Developers hereby agree to sell / convey / transfer the said Premises being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor admeasuring \_\_\_\_\_ square meters RERA Carpet Area and deck area admeasuring \_\_\_\_\_ square meters and/or dry balcony admeasuring \_\_\_\_\_square meters area along with enclosed balcony admeasuring \_\_\_\_\_ square meters and cupboard area admeasuring \_\_\_\_\_ square meters shown on typical floor plan by red colour boundary line and marked as **Annexure " E"** of the Building No. 2 to be known as **BROOKLYN** in the Complex in favour of Purchaser(s)and the Purchaser(s) hereby agree to purchase the said premises from the Developers for consideration and on terms and conditions mentioned herein. The Developers have earmarked parking no. \_\_\_\_\_ and \_\_\_\_\_ for the exclusive use of Said Premises.

## **ARTICLE 3**

### **PRICE AND PAYMENT TERMS**

#### **3.1 Sale Price:**

That Purchaser(s) agrees to pay Developers for the purchase of the said Premises an amount of Rs. \_\_\_\_\_/- (Rupees

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\_\_\_\_\_ only) (hereinafter referred to as the '**Sale Price**') along with payables, as per the payment schedule. The Purchaser(s) further undertakes to pay other dues and charges, mentioned in the present Agreement. The consideration mutually agreed between the parties hereto is inclusive of proportionate price of the common areas and facilities appurtenant to the said premises.

### **PAYMENT SCHEDULE**

(1) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
10% on or before registration.

(2) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being 5  
% on the Commencement of Work.

(3) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
10 % on Completion of Plinth.

(4) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
2% on Completion of Podium Slab 1.

(5) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
2% on Completion of Podium Slab 2.

(6) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
2% on Completion of Podium Slab 3.

(7) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 1<sup>st</sup> Slab.

(8) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_



\_\_\_\_\_ only) Being  
3% on Completion of Work of 3<sup>rd</sup> Slab.

(9) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 5<sup>th</sup> Slab.

(10) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 7<sup>th</sup> Slab.

(11) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 9<sup>th</sup> Slab.

(12) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 11<sup>th</sup> Slab.

(13) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 13<sup>th</sup> Slab.

(14) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 15<sup>th</sup> Slab.

(15) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 17<sup>th</sup> Slab.

(16) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being  
3% on Completion of Work of 19<sup>th</sup> Slab.

(17) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

3% on Completion of Work of 21<sup>st</sup> Slab.

(18) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

3% on Completion of Work of 23<sup>rd</sup> Slab.

(19) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

3% on Completion of Work of Final Slab.

(20) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Completion of Brickwork.

(21) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Completion of Work of Internal & External Plaster.

(22) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Completion of Work of Flooring.

(23) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Completion of Work of Doors & Windows.

(24) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Completion of Work of Sanitary Fittings & Plumbing.

(25) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Being

5% on Possession.

Rs. \_\_\_\_\_/- Total (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only).

The Purchaser(s) shall be required to pay applicable GST along with relevant instalments. The amount of Good and Service Act (GST) shall vary from time to time as per the future revisions in the rate and rules.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like, GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s). The Purchaser(s) shall be responsible for deduction of TDS for every instalment paid and payable to the Developers as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment. In the event of failure on the part of Purchaser(s) to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned instalment, the Purchaser(s) shall be required to bear and pay penalty and charges as per the rules and regulations for the time being in force.

### **3.2 Amount Received:**

Purchaser(s) has/have paid a sum of Rs. \_\_\_\_\_/- as mentioned in **Annexure 'I'** for purchase of the said Premises to Developers, the receipt whereof, Developers do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of Rs. \_\_\_\_\_/- as per the Payment Schedule mentioned hereinbefore.

### **3.3 Advance Maintenance etc:**

The Purchaser(s), after the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Maintenance Agency:

- (i)** Rs. 1001/- towards share money, application and entrance fee of the Corporate Body.
- (ii)** Rs. \_\_\_\_\_/- towards advance maintenance charges of the premium and common areas for 2 year excluding Municipal Taxes, N.A. Taxes, assessments and other charges.
- (iii)** GST and other taxes and charges levied by Government and Local Authorities shall be payable at actual.

The Maintenance Agency shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Maintenance Agency shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser(s) shall not be entitled to raise grievance in respect of the same.

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

- 3.4** The amounts so collected by the Maintenance Agency and/or the Developer under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Maintenance Agency shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the flats/shops/units in the said Complex and of all the amounts spent on expenses chargeable to them, and on transfer of the said pieces of land with the new buildings constructed thereon to the co-operative society/ies that shall have been formed by the Purchaser of premises in the building/s in the said Complex or to Apex Society or Other Association of such society/ies as provided herein, the said Maintenance Agency shall render a consolidated account to such society/ies or Apex Society or Association and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. The maintenance SPV shall not be liable to maintain or render any separate account of the different acquirers of premises individually. Rendering of such consolidated account to such society/ies or Association and settlement of account with them shall discharge the Maintenance Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and all the Purchaser(s) of constructed premises in the said complex shall

make up and adjust their respective accounts between themselves, as members of such society/ies or Apex body or Associations.

### **3.5 Failure/Delay in Payment**

- (a)** Purchaser(s) agree/s that out of the amount(s) paid/ payable by him/ her/them towards the Sale Price, 5% (Five Percent only) of the Sales Price shall be treated as EARNEST MONEY to ensure fulfilment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Developers, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Developers and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Developers may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).
- (b)** Payment of instalment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of the Developers to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Developers may, at their sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser(s) is/are liable to pay interest @ MCLR of SBI + 2% per annum and shall be paid on the amount due which shall be calculated for the first period of 60 days from the date on which the amount was due till the date of payment (both days inclusive).

- (c)** Upon non-receipt of the Instalment within due date, Developers may issue a notice to Purchaser(s) to pay the amounts due within 60 (sixty) days of due date after which Developers may issue cancellation letter. Purchaser(s) shall be liable to pay the due amounts with interest accrued thereon.
- (d)** However, if the Instalments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Developers shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Developers. Developers will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation Developers shall refund the monies paid by Purchaser(s) without interest subject to forfeiture of Earnest Money or the actual amount paid whichever is higher subject to a maximum of 5% (five percent) of the Sales Price.
- (e)** Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Premises except that of receiving refund, if any as per the terms of the present agreement. The balance amount shall be refundable to Purchaser(s) without any interest, within two (2) months of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with Developers as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Developers or its employees and Purchaser(s) will not raise any objection or claim on Developers in this regard. Developers may at their sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by Developers. Developers may at its sole discretion waive the breach by Purchaser(s) for not paying the Instalments as per the Payment Plan but such waiver shall not mean any waiver in

the interest amount and Purchaser(s) have to pay the full amount of interest due.

- (f) Upon the cancellation of the booking, Developers shall be at a liberty to sell or otherwise dispose of the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Developers may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that Developers shall adjust the amount due from Purchaser(s) first towards the interest due, if any, taxes and then towards the Sale Price.
- (g) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as aforesaid, Developers shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

### **3.6 Time is the Essence:**

The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Instalments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.5 of the present agreement, at the sole discretion of Developers, is/are liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.5 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

### **3.7 Alteration in the Layout Plans and Design:**

- (a)** Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the RERA Carpet Area of the said Premises, PARTIES shall be bound with following terms:
- (I)** In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.
- (II)** In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up to 7% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.
- (III)** In case of increase or decrease in RERA Carpet Area of the said Premises beyond 7%, the Purchaser(s) shall have an option to withdraw or cancel the booking of the said Premises within 30 days from the date of receipt of notice by Developers in this regard and the consequences shall be as under:
- (i)** In case of withdrawal or cancellation of the booking of the said Premises by Purchaser(s), the Developers shall refund all the monies paid by Purchaser(s) towards Sale Price with interest @ highest cost of marginal lending rate of SBI plus 2 % per annum.
- (ii)** In case Purchaser(s) decides to continue with the booking of the said Premises, then such increase/decrease shall be subject to charges/refund as the case may be. For e.g. if there is increase in area of 8% then Purchaser(s) shall be liable to pay the charges for variation of 6%.
- (b)** It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be fully binding on the Purchaser(s).
- (c)** If for any reason(s), Developers are not in a position to allot the said Premises due to revision of the building plans or for any reasons whatsoever beyond the control of Developers, Developers



and Purchaser(s) may consider for an alternative Premises and in case of failure to do so, Developers shall refund only amount paid and applicable interest rate as per the rules and regulations for the time being in force. Refund of monies paid towards taxes shall be strictly as per the applicable provisions of the scheme opted by Developers on the date of cancellation. Should Purchaser(s) not be interested in the alternate allotment then Purchaser(s) shall intimate Developers his/ her/ their non-acceptance within thirty (30) days of the dispatch of the intimation from Developers failing which it will be presumed that Purchaser(s) has/ have accepted the offer of alternate allotment. Provided that the Developers shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications which may adversely affect the Apartment of the Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.

### **3.8 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favour of **“M/s. Sai Uma Corporation Phase II 5750000228591”** , payable at “HDFC Bank Ltd” Thane Branch (IFSC CODE – HDFC0000814) Outstation cheques and non CTS cheques shall not be accepted .If any of the cheques submitted by Purchaser(s) to Developers are dishonoured for any reasons, then Developers shall intimate Purchaser(s) of the dishonour of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developers within ten (10) days from the date of dispatch of such intimation by Developers and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developers.

### **3.9 Payment of Costs:**

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Conveyance/ Transfer/Lease Deed in favour of society or apex body of the

housing societies shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Developers to execute and register a Conveyance Deed conveying the title in favour of the Society of Purchaser(s) at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Developers.

**b)** Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid/recovered by Purchaser(s), on the pro rata basis.

**c)** All statutory charges, GST, and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Developers.

**3.10** The internal fixtures, fittings and amenities to be provided by Developers in the said Premises are those that are set out in **Annexure “J”** hereto while the external amenities to be provided in the said building for occupants/Purchaser(s) of residential premises are set out in **Annexure “K”**. List of External Amenities common for all the residential users in the Complex is attached as **Annexure “L”**.

**3.11** All the Purchaser(s) and occupants in the Said Complex shall be required to park their vehicles only at the parking space designated for their respective Flat/Shop/other premises. The Flats having two bedrooms shall be entitled to a single designated car Park while Flats having at least three bedrooms shall be entitled to two designated car Park spaces. The Purchaser(s) and occupants of commercial premises shall be entitled to single car park. . In the event of availability of additional parking in addition to the designated car parking, the Developer shall be entitled to formulate rules for use of such additional car parks. The occupants of concerned Flat/Shop/other premises shall only use the car parking spaces for the authorised purpose and such car parking shall not be enclosed or gated without prior written permission from the Developers and the TMC for any reason whatsoever. The details of car park space designated for exclusive

use by the occupants of the Said Premises is more particularly described in Third Schedule written hereunder.

**3.12** The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developers undertakes and agrees that while raising a demand on the Purchaser(s) for increase in the development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

**3.13 FSI disclosure:** The Developers hereby declares that FSI and development potential of Said Property as under:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Proposed (in square meters)</b>	<b>Sanctioned (in square meters)</b>	<b>Balance area to be sanctioned (In square meters)</b>
1.	Basic FSI	18,584.76	12,609.99	5,974.77
2.	FSI on payment of premium	8,447.62	3,823	4,624.62
3.	TDR/DR	23,653.34	16,615.51	7,037.83
	<b>Total</b>	<b>50,685.72</b>	<b>33,048.05</b>	<b>17,637.22</b>

**3.14 Minor alterations:**

The Developers shall have right to change floor plan of any floor by taking consent of Purchaser(s) of premises in the relevant floor only and other Purchaser(s) shall not have any objection for change of floor plan of other floors and such change shall be minor alteration. The Developers shall also be entitled to contract or

expand floor plate of any building other than the Said Building by up to 30% of the proposed floor plate of relevant buildings. The Developers shall be required to procure permission for the additional floors within reasonable timeframe, failing which the Developers shall be required to complete construction of the Said Building and other sanctioned buildings as per the maximum floors sanctioned /to be sanctioned by the TMC.

### **3.15 Purchase of Amenity Plot:**

The Developers shall have right to purchase the amenity plot from Thane Municipal Corporation and/or other competent authority surrendered and/or to be surrendered by them or by any other developer to Thane Municipal Corporation and/or other competent authority and shall also be entitled to use additional FSI/TDR arising out of purchase of such amenity plot and to use the same in the Said Project by constructing additional floors in the building no. 1, 2, 3 and the base building.

## **ARTICLE 4 POSSESSION**

### **4.1 Possession Time and Compensation:**

- (a)** The site of the COMPLEX may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Developers, therefore, Purchaser(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Premises in the Complex.
- (b)** The Developers shall endeavour to give possession of the said Premises to Purchaser(s) on or before \_\_\_\_\_ and subject to force majeure circumstances and reasons beyond the control of Developers.
- (c)** Developers on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.

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

**i)** Terminate the agreement and receive refund of consideration paid by the Purchaser(s) to the Developers alongwith interest rate @ highest cost of marginal lending rate of SBI plus 2% (Two percent) per annum. The refund shall be excluding stamp duty, registration charges, GST and other taxes and charges within period of 6 months from the date of cancellation. Or

**ii)** Claim for the compensation @ highest cost of marginal lending rate of SBI plus 2% (Two percent) per annum for the amounts paid towards the said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.

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

**(e)** In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises provisionally and/ or finally allotted within the timeline as mentioned in the intimation in writing by Developers, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges within fifteen (15) days of intimation by Developers to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).

**(f)** After handing over the possession to Purchaser(s), the maintenance agency shall have all the rights on the lawns, swimming pool sides and all other open areas which will be utilized by maintenance agency for permitting parties, get-togethers, business meets etc. for which Developers will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such

charges as may be determined by the Maintenance Agency. Developers, relying on this specific undertaking of Purchaser(s) in the Agreement, has agreed to allot the said Premises and said undertaking shall survive throughout the occupancy of the said Premises by Purchaser(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.

- (g)** Developers have made it clear to Purchaser(s) that it may be carrying out extensive developmental / construction activities in the future in the area adjacent to the Said Entire Property and that Purchaser(s) has/ have confirmed that he/ she shall not raise any objection or make any claim any compensation from Developers on account of inconvenience, if any, which may be suffered by him/ her/them due to such developmental/ construction activities or incidental/ related activities.
- (h)** It is agreed by the Purchaser(s) that the construction and completion of COMPLEX will be in phases due to which there will be construction activities going on Said Property for which Purchaser(s) shall have no objection during possession and all amenities and infrastructure may not be available fully till the completion of construction of all phases in the COMPLEX.
- (i)** It is clarified that Developers shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/ altered by way of intimation to Developers regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Developers mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.
- (j)** The Developer shall endeavour to complete construction and development of various phases and amenities in the said complex in the following manner:

<b>Sr. No.</b>	<b>Phase wise Development</b>	<b>Activity</b>	<b>Proposed Date of Completion</b>

1	Phase I	Fifth Avenue( Base Building)	June 2020
2.	Phase I	Bronx (Building No. 1)	June 2021
3.	Phase I	Swimming Pool and Ground RG	June 2021
4.	Phase II	Brooklyn (Building No. 2)	December 2022
5.	Phase II	Club House,	December 2022
6.	Phase III	Hudson (Building No. 3)	June 2026

#### **4.2 Force Majeure:**

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

- (a)** Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
- (b)** Explosions or accidents, air crashes and shipwrecks; acts of terrorism;
- (c)** circumstances or conditions, or other causes beyond the control or unforeseen by Developers including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of Developers or the contractor or the suppliers, external agency/ies associated with the Construction and Development of Complex and / or;
- (d)** Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;

- (e) War and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defence Authorities or any other agencies of government, prolonged failure of energy;
- (f) Any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi-judicial authority/ body; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the said Premises/ Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (g) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (h) Any delay on account of non-availability of infrastructure facilities such as, electricity, sewer, municipal water to be provided by the Government or local authority if not caused by the neglect of Developers.; or
- (i) In case of Force Majeure event, Developers shall be entitled to a proportionate extension for delivery of possession of the said Premises, depending upon the contingency/ prevailing circumstances at that time. Developers as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Developers so warrant Developers may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

**4.3 Conditions precedent for Delivery of Possession:**

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Developers towards the said Premises;



- (b)** Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Developers to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Developers on account of Purchaser(s)' failure and/ or delay to pay GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Developers.
- (c)** Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d)** It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of Maharashtra GST if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Developers, for construction/ sale of the said Premises.
- (e)** Maintenance charges, deposits, and any other charges/ deposits as may be applicable, shall be separately charged either by Developers or Maintenance Agency appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developers or Maintenance Agency in separate bank account from time to time.
- (f)** Monies towards the taxes may be refunded as per the scheme applicable to Developers on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (g)** Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developers including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

#### **4.4 DEFECT LIABILITY:**

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Occupancy Certificate, if any defect (arising out of deviation from the sanctioned plan, use of substandard material, structural defect or defect arising out of workmanship issues) in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own cost. The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters. Promoters shall not be responsible for any alteration /changes/modification carried out by Purchasers or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser shall be responsible for curing such defect entirely at their own cost. The Defect arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect in premises. The Purchaser(s) is aware that marbles and granites being natural products/stones contains shade variations and natural cracks, deformities and also tend to develop cracks or colour change over the period of time, and such variations or cracks shall not constitute defect. The Purchaser(s) is aware that vitrified tiles by its very nature tend to be porous for certain chemicals/liquids and Purchaser(s) shall be required to take abundant precaution while using the Said Premises. The appliances, fittings, fixtures carries varied warranty period and the Promoters shall hand over warranty card for such product or copies thereof to the Purchaser(s).

**4.5** The parties hereto do hereby state and confirm that, the consideration mentioned in the present agreement is exclusive of proportionate share of title insurance premium. The Purchaser(s) shall be required to contribute proportionate share of title insurance premium as and when such insurance is availed by the Developers for the Said Project.

**ARTICLE 5**  
**ALLOTMENT**

**5.1 Right of Developers:**

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

**5.2 Compliance of Rules, Regulations and By-laws:**

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

**ARTICLE 6**  
**MAINTENANCE**

**6.1 Payment of Maintenance Charges:**

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said building being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said building, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the said building, the said complex, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said complex and such other expenses as are necessary or incidental for maintenance and upkeep of the said building, the said complex and other charges and levies of like nature, payable in respect of the said premises, the said building, amenities, common areas, the Said Property and the said complex, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Developers.
- (b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the COMPLEX and other deposits and charges for the various services therein, as may be determined by Developers or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Developers and Purchaser(s) shall abide by the decision of Developers and effect the payment in accordance with this Agreement.

**6.2 Maintenance Agreement:**

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organisation in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organisation and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Developers in its sole discretion for this purpose. Purchaser(s), till completion and handover of the COMPLEX, authorizes the Developers to enter into a Maintenance Agreement with a

Maintenance Agency or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by Developers from time to time at its sole discretion for the maintenance and upkeep of the Complex/the said Buildings/the said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is/are in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities including club etc. are not fully completed.

- (b)** In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Developers or the Maintenance Agency, nominated by Developers, advance quarterly maintenance after completion of 2 years of maintenance by the Maintenance Agency or till the formation of the organization for the said building.
- (c)** Further, Developers reserves the right to increase amount of advance quarterly maintenance from time to time in keeping with the increase in the cost of maintenance services and Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by Developers.
- (d)** After completion of first 2 years of maintenance, the Purchaser(s) shall deposit advance quarterly maintenance within period of first 7 days of the respective quarter to the Maintenance Agency and in case of failure to make payment before the 7<sup>th</sup> day of each month to which the maintenance amount relate, Purchaser(s) shall be liable to pay the penal interest calculated @18% (Eighteen Percent) per annum on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then Developers / Maintenance Agency shall be entitled to restrict Purchaser(s) from the enjoyment of common facilities and amenities. Purchaser(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

- (e) Developers reserve its rights to terminate this Agreement and forfeit monies as mentioned hereinabove on account of non-execution of the Maintenance Agreement. However, Purchaser(s) agrees/s to pay the maintenance charges to Developers/the maintenance agency as shown in the Payment Plan.
- (f) Maintenance of the Said Building shall be carried out by the maintenance agency till formation of society and handover of maintenance activities by the maintenance agency to the proposed co-operative housing society/ Condominium of Apartment.
- (g) If the advance maintenance to be collected for the initial period of two years from the completion of the Said Building is found to be inadequate, the Maintenance Agency may demand from the Purchaser additional contribution for the purpose of maintenance.

**6.3 Maintenance of Common Areas and Amenities of the Complex:**

- (a) It is agreed between the Parties that the common areas and amenities designated to be common for the entire complex (Which shall be primarily restricted for residential users) as defined in **Annexure "L"** shall be maintained by the maintenance agency till completion of construction and development on the said entire Complex. After formation of Apex Body for the Said Complex such Apex Body shall maintain common area and amenities as defined in **Annexure "L"**. The Apex body shall be solely responsible for maintaining parking spaces for the entire project and shall also be entitle to frame rules with respect to maintenance and use of allotted parking and visitors parking.
- (b) All the Parking spaces in the Said Complex irrespective of their location shall be exclusively maintained and administrated by the Complex and individual Societies shall not be entitled to claim any rights in the administration and regulation of Parking Spaces, whether or not such parking spaces forms part of building for which the concerned society shall be formed.
- (c) The cost of maintenance of common areas and amenities shall be equally shared by all the allottees of the occupied and ready for occupation residential units in the complex. The maintenance agency shall continue to carry out maintenance of the common areas and amenities of the complex as enlisted in Annexure "L" till the completion of construction and development on the said entire complex and official handover of maintenance activities of common

areas and amenities to the concerned societies/organization or apex body thereof.

- (d) Purchaser(s) agree to pay the diesel generator (DG) charges separately as billed by the Maintenance Agency for functioning and operations of the DG sets installed in the Complex after handover of maintenance activities of the said building to the concerned organization.
- (e) The respective societies formed for the concerned building shall be required to maintain common areas and amenities of the concerned building as enlisted in **Annexure “K”**.

#### **6.4 Rights of Maintenance Agency:**

It is in the interest of Purchaser(s) to help the Maintenance Agency in effectively keeping the said Premises and Complex secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Complex and the said building.

#### **6.5 Right of entry in the said Premises:**

After the possession, Purchaser(s) shall permit Developers and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and the Developers or the Maintenance Agency may carry out necessary repairs, however, under such circumstances cost of repairs shall be recovered from

Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Developers to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises / Complex.

**6.6 Delay/ Failure in payment of Maintenance charges:**

Purchaser(s) agree/s and understand/s that Maintenance Agency appointed by Developers from time to time and Developers at their sole discretion can disconnect or keep in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount for the first 2 months from the due date and delay beyond period of 2 months shall attract penalty at the rate of 24 % per annum.

**6.7 Internal Maintenance:**

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

**6.8 Maintenance Accounts:**

The Maintenance Agency shall maintain a consolidated account of all the amount so collected by it and expenses incurred for the maintenance of said Complex and the said building. The Maintenance Agency shall provide consolidated account of maintenance of individual building to the concerned society/condominium of apartment and shall also provide consolidated accounts of maintenance of the Complex to the concerned apex body or co-operative society and shall simultaneously transfer excess collection or claim deficit, as the case may be.

**6.9 Sub-Letting of the said Premises:**

Purchaser(s) shall take a prior permission of Maintenance Agency/ Developers in case of leasing or licensing the said Premises and shall also sign an undertaking to pay the maintenance and any



such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and licence / lease agreement along with the police verification of the Licensee /Tenant to the Maintenance Agency / Developers immediately on sub-letting of the said Premises. After formation of Apex Body, the Purchaser(s) shall be required to take prior permission from the Apex Body for Sub-letting the Said Premises.

**6.10 Restriction on use of common areas and amenities for non-residential user:**

The non-residential users shall not be entitled to use external amenities enlisted in **Annexure “L”** and particularly clubhouse, swimming pool and garden on the Ground floor and top floor of the base building shall not be utilised by the non-residential users and therefore they will not be responsible for the payment of clubhouse maintenance charges. The non-residential users shall not be responsible for payment of maintenance for club house and other residential amenities.

**ARTICLE 7**

**RIGHTS AND OBLIGATIONS OF PURCHASER(S)**

**7.1 Compliance of Laws:**

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

case of the breach of the same, shall be borne by Purchaser(s) alone.

## **7.2 Foreign Exchange Management Act (FEMA):**

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

## **7.3 Loans etc.:**

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfil the terms of the present agreement. Developers shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank / financial

institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Developers within stipulated time as per the payment plan.

**7.4 Putting up Sign Board:**

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

**7.5 Hazardous Chemicals / Material etc.:**

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

**7.6 Commitment:**

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

**7.7 Inspection:**

Purchaser(s) undertake/s to permit Developers or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the

said Premises for the purpose of inspection / maintenance while performing their duty.

**7.8 Transfer:**

- (a)** The Purchaser(s) shall not be entitled to transfer or assign the Said Premises without prior written permission of the Developers till the Society/apex body is duly formed. Any such transfer shall be null and void and the Developers shall under such circumstances, at their sole discretion are entitled to terminate the present agreement. Purchaser(s) cannot seek permission for transfer of the said Premises in favour of a third party for or within twenty four (24) months from the date of allotment of the said Premises by Developers. Transfer of booking may be permissible after twenty four (24) months subject to approval by Developers, on such terms and conditions and guidelines as it may deem fit by Developers, subject to clearing of all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by Developers to record the transfer as mentioned hereinabove.
- (b)** Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the Purchaser(s) or/transferee(s). Purchaser(s) shall indemnify and keep indemnified Developers against any action, loss, damage or claim arising against Developers for non-payment of such stamp duty and requisite charges.
- (c)** The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developers on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

**7.9 Modification in Terms of this Agreement:**

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

**7.10 Registration under Real Estate (Regulation of Development) Act, 2016:**

The Developers shall be carrying out development of the Said Complex in 3 phases. First phase shall be named as “Manhattan phase I” consisting of building number 1 (Bronx) and base building (Fifth Avenue), while building number 2 (Brooklyn) shall be registered as “Manhattan phase II”. The building number 3 (Hudson) shall be the third and final phase of the complex and shall be registered as “Manhattan phase III. The open recreational space along with the amenities, clubhouse and fitness centre shall be common for the residential users of all the phases.

**7.11 Installation of Air Conditioners:**

Purchaser(s) agree/s not to fix or install air conditioners or heaters in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external elevation of the said Premises.

**7.12 Installation of Window Antenna:**

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external elevation of the said Building except by the prior sanction of Developers / Maintenance Agency / the said Organisation and at places earmarked by Developers.

**7.13 Uses as Per Sanctioned Building Plans:**

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

**7.14 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the COMPLEX shall equally be applicable

to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent Purchaser(s)/assignees/nominees of the said Premises as the said obligation go along with the COMPLEX for all intents and purposes.

**7.15 Mischief:**

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

**ARTICLE 8  
RIGHTS AND OBLIGATIONS OF DEVELOPERS**

**8.1 Club:**

Developers proposes to develop a Club in Complex, with a swimming pool, Gymnasium and other amenities subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and Purchaser(s) has agreed to avail membership of Club. Purchaser(s) agree/s to pay all such other charges as may be stipulated by Developers from time to time. It is also clarified that the membership and entry to Club will be available to the residential occupants in the Said Complex and no Licensee/Tenant/outsider, without prior permission of Developers or Maintenance Agency will be allowed and the facilities will be used on terms and conditions as may be stipulated by Developers or Maintenance Agency from time to time.

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

The Developers may form and register separate Co-Operative Housing Societies/Company/condominium of apartment of the Purchaser(s) of the said Premises in each building or a combined society/condominium of apartment for all buildings forming part of the Said Complex. The Developers may form and register Company or Co-Operative Housing Societies/condominium of apartment of the Purchaser(s) of the Premises in the Said Complex (hereinafter referred to as "Said Organisation").

**8.3 Right of Way:**

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

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

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

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

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

Societies. The Developers may be required to surrender certain premises/Building to the TMC as constructed Amenity. The TMC may at its discretion obtain membership in the Apex body. All the concerned societies formed for the buildings in the complex and TMC (if opts to join as member) shall be the members of Apex body and all such members shall hold shares in the proportion of their respective usable carpet area in the said Complex. The Apex Body shall be preferably a non-profit company to be governed under the provisions of Companies Act, 2013.

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

The Apex Body shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Apex Body/Society by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The Apex Body may be constituted under the guidelines to be framed by the Developers and the Apex Body if formed, shall maintain, govern and administer the infrastructure of the Said Property on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Developers. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that



until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developers have granted the Maintenance Agency full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in all the Buildings regarding monthly maintenance charges or otherwise to enable the said Maintenance Agency to effectively maintain the said infrastructure facilities. The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Developers and the Purchaser(s) shall has/have no right to question and dispute the decision of the Developers in regard to their powers and the authority for maintaining and managing the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Developers, the same shall be deemed as a breach of the terms of this agreement and thereupon the Developers shall have the right to avail of the remedies under the law and as per the terms of this Agreement. The Developers shall be entitled to initiate such actions, irrespective of delivery of possession and payment of consideration and other dues under the said Agreement. The cost for formation of the Apex Society will be collected and paid to the Maintenance Agency in advance from each of the societies of the respective individual building/s and in the event of the said Society not being promoted as envisaged then the respective Purchaser(s) hereby agrees to contribute for promotion of the said Apex Society as may be demanded by the Maintenance Agency.

#### **8.7 Conveyance:**

The Said Property with the said Buildings shall be conveyed or caused to be conveyed to the Apex Body registered for the said Complex after completion of all the phases of the said Complex. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the organization to be formed for the purpose of the said Building shall have no right on any portion of the Said Property. However, in the event of failure of the Developer to

commence with the actual construction and development of next phases, till the completion of First Phase, the Developer shall convey the Said Property in favour of Society or Apex Body within a period of one year from the receipt of final occupancy certificate for all the buildings and structures forming part of the Complex. The conferment of right shall take place only in respect of the Said Property and the said Buildings in favour of the organization or Apex Body thereof on the execution of the Conveyance or perpetual lease in its favour as aforesaid. Unless all the Purchaser(s) of flats, shops and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s or lease deed/s as the case may be, to the Developers, the Developers shall not be bound to execute or cause the conveyance or perpetual lease to be executed in favour of the organization or the Apex body as the case may be. It is however clarified that, in the event of refusal on the part of TMC to join in as member of Apex body, the Said Property shall be conveyed jointly in favour of such Apex body and the TMC in the proportion of their respective constructed premises in the Said Property.

#### **8.8 Raising of funds:**

- (a)** Purchaser(s) hereby declare/s and confirm/s that Developers have prior to the execution hereof, specifically informed Purchaser(s) that:-
  - (i)** The Developers had obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited and Kalyan Bharat Sahakari Bank for that purpose mortgaged certain portion of Said Entire Property in favour of said Consortium by executing Joint Deed of Mortgage dated December 30, 2015, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/13482/2016. Thane Bharat Sahakari Bank Limited and Kalyan Bharat Sahakari Bank executed Re-conveyance Deed in favour of Developers dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6413/2017.
  - (ii)** The Developers had also obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited for

that purpose mortgaged certain portion of Said Entire Property in favour of said Consortium by executing Joint Deed of Mortgage dated April 12, 2016, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/4698/2016. Thane Bharat Sahakari Bank Limited executed Re-conveyance Deed in favour of Developers dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6414/2017.

- (iii)** The Developers had also obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited for that purpose mortgaged certain portion of Said Entire Property in favour of Janakalyan Sahakari Bank (member bank of said Consortium) by executing Joint Deed of Mortgage dated October 18, 2016, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/11799/2016.
- (iv)** Thane Bharat Sahakari Bank Limited, Kalyan Bharat Sahakari Bank AND Jankalyan Sahakari bank executed Re-conveyance Deed in favour of Developers dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6416/2017.
- (v)** Subsequent to the closure of earlier loan account Developers have obtained project finance from Piramal Finance Limited and for that purpose mortgaged Said Entire Property in favour of trustees of Piramal Finance Limited i.e. IDBI Trusteeship Services Limited by executing Joint Deed of Mortgage dated March 30, 2017, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-5/3420/2017.
- (vi)** The Developers paid entire loan amount in pursuance there of the Piramal Finance Limited issued Loan Closure Certificate dated August 10, 2018 in favour of Developers. Piramal Finance Limited executed Reconveyance Deed dated September 01, 2018 in favour of Developers and others, which

is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/12308/2018.

**(vii)** The Developers have obtained Project Finance from Edelweiss Finance Limited and accordingly executed Mortgage Deed dated 7<sup>th</sup> August,2018, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN/5/11250/ 2018 and the sale is subject to the terms of the conditional no objection(NOC) issued by ECLFL Dated \_\_\_\_\_. All the sale consideration ( other than GST) by whatsoever name called, shall be deposited in the escrow account mentioned in clause “3.8” opened with HDFC bank . This flat/unit shall remain mortgage to ECLFL till deposit of sale consideration in full in the Escrow Account

**(viii)** Developers may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"),under which the said Bank would grant a line of credit to Developers to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to Developers by the said Bank, Developers creates or causes to be created mortgages/charge on the lands and construction thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Developers shall also be entitled to renew, restructure or refinance from other NBFC or Bank for carrying out construction and development in the Said Property.

**(ix)** Developers specifically reserve the right to offer and to create charge on Complex (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developers and Purchaser(s) has/have given and granted his/her/ their/its specific and unqualified consent and permission to Developers for doing the same. Purchaser(s) whenever asked in support of by Developers in this regard shall give and grant to Developers, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of

Purchaser(s) shall be of the essence of allotment of the said Premises. Failure on the part of Purchaser(s) to implement and comply with this essential condition will be treated as a breach of this Agreement, and Developers shall thereupon be entitled to cancel and terminate this Agreement.

**(x)** Purchaser(s) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by Developers hereafter in this regard, and within seven (7) days of receiving Developers' written intimation in this regard, sign, execute and give to Developers, and in such form as may be desired by Developers, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for Developers offering and giving Said Property and/or the said new buildings and/or the other buildings and structures proposed to be constructed on Said Property by Developers or any part thereof (save and except the said Premises), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of Purchaser(s) shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by Purchaser(s) herein, Developers have entered into this Agreement.

**(xi)** It is made clear by Developers and agreed by Purchaser(s) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts and roof top (other than those within the said Building and the land beneath the footprint of the said Building only), shall vest solely with Developers and Developers shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person,

institution, trust and/ or any local body(ies) which Developers may deem fit in its sole discretion.

#### **8.9 Telecommunication, DTH, cable and Internet Services etc.:**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Complex, it is agreed that Developers shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Complex till formation of Apex Body or common Society for all buildings as the case may be. After formation of Apex Body or common Society for all buildings, such institution shall regulate the entry of telecom agency/services in the Complex.

#### **8.10 Others:**

- (a)** In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, Developers shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. Purchaser(s) has no objection and they have given their consent to such construction by Developers.
- (b)** In the event of paucity or non-availability of any material Developers may use alternative materials/ article but of similar good quality. Decision of Developers on such changes shall be final.
- (c)** The Developers shall be entitled to allot any portion of the Said Entire Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

#### **8.11 Rights to Common Area and Amenities:**

The Purchaser(s) shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portion of the said buildings shall remain the property of the Developers until transfer thereof to the apex society or other association of the separate societies of the Purchaser(s) of all the premises or the sale of the last premises by the Developers

whichever is later. The Purchaser(s) shall have no claim upon the open spaces, parking spaces, (other than unless specifically allotted by the Developers lobbies, terrace, garden area of the property to such society of the Purchaser(s) of all the premises or the sale of the last premises by the Developers whichever is later and thereafter to such society.

#### **8.12 Part Occupancy Certificate:**

The Developers shall be at liberty and entitled to complete any building/part/portion/floor of the said complex and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the said Premises therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Complex and the remaining work is carried on by the Developers or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the said Premises.

### **ARTICLE 9 USES**

#### **9.1 Alteration / Demolition / Destruction of Structure:**

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

- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC pardsis.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Developers, in case Purchaser(s) desire/s (with prior written approval/consent of Developers) to do some works /install some different fittings/floorings etc. on their own within the said Premises and request Developers not to do such work/install fittings/floorings etc. within the said Premises.

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

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

**9.3 Nuisance:**

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

**9.4 Possession of Common Areas:**

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas / facilities; even the said Premises is not divisible. The possession of Common Areas will always remain with Developers and/or the Maintenance Agency appointed by Developers and is not intended to be given to Purchaser(s)



except a limited right to user subject to payment of all charges. After formation of society and Apex body, the common areas and amenities enlisted in annexure K shall vest in the respective society and the amenities enlisted in annexure L shall vest with the Apex body.

## **ARTICLE 10 INDEMNITY**

### **10.1 Special, Consequential or Indirect Loss:**

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

### **10.2 Abidance by Terms and Conditions:**

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

### **10.3 Furniture and Interior Decoration:**

The Purchaser shall be required to seek specific permission from the Developers for pre Possession or Post Possession furniture and Interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser(s) shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Premises without prior written permission of the Developers. The Purchaser(s) will be required to deposit certain security amount with the Developers, quantum of which shall be determined by the Project Engineer of the Developers on the basis of nature of alteration and modifications. After completion of such furniture and Interior decoration activities, the Project Engineer of the Developers shall verify the furniture and Interior decoration work. Upon satisfaction

of having carried out the work strictly in consonance with the plans approved by the Developers, the Purchaser(s) shall be entitled to receive refund of security deposit. After formation of the concerned Society and the Apex body, the Purchaser(s) shall be required to obtain previous permission for furniture activities from the society and in the event of such furniture and Interior decoration activities also includes changes of civil nature or exterior elevation and structural alteration, prior written permission from the apex Body shall also be required. The Purchaser(s) shall be required to pay reimbursement of expenses incurred by the Developer or Society and Apex Body, as case may be, for rectifying the unauthorized construction /alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

#### **10.4 Further Covenants:**

Purchaser(s) hereby covenant/s with Developers to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Developers and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Developers may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

### **ARTICLE 11 INSPECTION**

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

### **ARTICLE 12**

## **AGREEMENT FOR SALE**

### **12.1 Stamp Duty and Registration Charges:**

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

### **12.2 Prior Permission:**

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

### **12.3 Unsold Premises:**

The Developer shall be required to obtain membership of the Said Organisation for the unsold premises as on the date of the formation and shall also be required to contribute maintenance and taxes after the expiry of two years from the grant of completion certificate for the respective premises. The Developer shall not be required to take any prior approval from the Said Organisation for transfer of any unsold premises; however, the Developers shall intimate transfer of any unsold premises to the Said Organisation within reasonable time.

## **ARTICLE 13**

### **SETTLEMENT OF DISPUTES**

#### **13.1 Mutual Discussion:**

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

#### **13.2 Arbitration:**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the

parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Thane only. The proceedings shall be conducted in English language.

## **ARTICLE 14**

### **NOTICE**

#### **14.1 No Obligation:**

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

#### **14.2 Communication Address:**

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

that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

### **14.3 Communication Mode:**

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

### **THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:**

#### **Said Entire Property**

#### **(First Property)**

ALL THOSE pieces and parcels of land bearing Survey no. 128, admeasuring 4050 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

#### **(Second Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 129, Hissa No. 2A, admeasuring 13,340 Square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Third Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 129, Hissa No. 1 admeasuring 600 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Fourth Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 129, Hissa No. 3 admeasuring 200 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Fifth Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 129, Hissa No. 4 admeasuring 1015 square meters out of 3900 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Sixth Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 130, admeasuring 5720 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Seventh Property)**

ALL THOSE pieces and parcels of land bearing Survey No. 132, admeasuring 900 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

**(Eighth Property)**

ALL THOSE pieces and parcels of Land bearing Survey No. 131, Hissa no. 1, admeasuring area 1984.41 square meters (Eight Property) from and out of aggregate area 72070 square meters, in Survey No. 129, Hissa No. 2 admeasuring area 65,600 square meters (Madhavi Property), and Survey No. 131, admeasuring area 6,470 square meters (Mhatre Property) Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC and bounded as per sanctioned plan.

## **SECOND SCHEDULE**

### **(Said Property)**

ALL THOSE pieces and parcels of Sub Plot A1 admeasuring 16819.28 square meters out of the Said Entire Property admeasuring 27809.41 square meters, Situate at Village Kavesar, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of TMC, which is bounded as per sanctioned plan.

## **THIRD SCHEDULE**

### **(Said Premises)**

Purchaser(s) has/have applied to Developers for allotment of Flat No. \_\_\_\_\_, on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ square meters RERA Carpet Area and deck area admeasuring \_\_\_\_\_ square meters and/or dry balcony admeasuring \_\_\_\_\_square meters area along with enclosed balcony admeasuring \_\_\_\_\_ square meters and cupboard area admeasuring \_\_\_\_\_square meters in building no. 2 Known as **BROOKLYN** in the Complex "**Manhattan**".

The \_\_\_\_\_ designated parking for the said premises shall be Open/ Podium/Stilt/Stack (Upper and Lower) /Puzzle Car Parking Space.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

**SIGNED, SEALED AND DELIVERED** by the  
Withinnamed **“DEVELOPERS”**

**M/s. Sai Uma Corporation** )  
Represented by its partner/s )

1)

in the presence of .....

1)\_\_\_\_\_ )

2)\_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED**

**By the within-named PURCHASER(S)**

1.\_\_\_\_\_ )

2.\_\_\_\_\_ )

In the presence of....

1.\_\_\_\_\_ )

2.\_\_\_\_\_ )