SALE DEED

Dated this ….. nd day of September 2026

Property situated in village Jogele

Residential Flat property bearing No Flat No. 412

Area of Flat 870 Sq.Feet Builtup (80.85 Sq. M. Builtup)

Situated at 4th floor of the building named SAI VISHWA

Market Value of the property Rs. 23,12,500/-

Consideration Value Rs. 29,49,300/-

Stamp Duty paid Rs. 1,78,000/-

Registration Fees Rs. 29,500/-

This Sale Deed is made and executed on this …..nd day September of 2026 at Dapoli by and between :-

1) **Mr. JAVEED AMIR ISANE**, Age :- 52 years, Occupation :- Service, PAN No. **AAZPI3207N, Aadhar No. 2213 5019 8821** Residing at – 274, At Post- Vahoor, Isane Mohalla, Tal-Mahad, Dist-Raigad - 402301

(Hereinafter referred as BUYER/PURCHASER/ALLOTTTEE)

AND

1) **M/S GIO CONSTARCTIONS CO. (PAN NO. AAPFG3923K)**, a partnership firm having its office at M.G Road, Mahad Tal- Mahad Dist-Raigad 402301 through its authorized Partner and **Power Of Attorney Holder MR. MASIUDDIN SALAUDDIN KHAN,** AGE :- 43 YEARS, (Which expressions shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their legal heirs, executors, administrators of such last survivors)

(Hereinafter referred as the SELLER/Promoter)

1. WHEREAS Lands bearing Survey No. 39 Hissa No. 11B/10 admeasuring 00 Hector 65.92 Aar of Village - Jogele Tal- Dapoli Dist-Ratnagiri, having boundaries as described in the Schedule herein under.

2. AND WHEREAS That the said land of Survey No. 39 Hissa No. 11B/10 was originally belonged to Mr. Ashok Vishnu Kadam and Mr. Rajendra Vishnu Kadam according to the Mutation entry no. 1279 on the Record of Rights.
3. AND WHEREAS the Land Owners namely Mr. Ashok Vishnu Kadam and Mr. Rajendra Vishnu Kadam both have executed the Registered Development Agreement and Power of Attorney serial no. 2069/2016 and 2070/2016 date 17/06/2016 with the M/S GIO Constructions Co. through its Partner Mr. Dilip Bastimal Jain and Others. In consideration of the development rights granted, the Developer agreed to allot **14 residential flats in the present building to the Owner**. Now the land owners also do not have any rights and shares in the further development. Their entire part of consideration has been satisfied by the Promoter in this building only. Land owners shall not have any right to challenge further development nor should they claim any consideration in further construction ought to be made by the Promoter.
4. AND WHEREAS, The said land is a large parcel of land and the Developer intends to develop the remaining portion by constructing **additional buildings and structures in future phases**.
5. AND WHEARAS the Developers M/S GIO Constrictions Co. through its Partner Mr. Dilip Bastimal Jain and Others applied to the office of Tahshildar Office Dapoli and Deputy Collector Ratnagiri District by the order outward no. Mah/karaya/L-3/NA/ SANAD/SR/140/2017 dated 15/03/2018 and registered the Power of Attorney with the Land owners.
6. AND WHEREAS in the premises DEVELOPERS area seized and possessed of or otherwise well and sufficiently entitled to all that said Property more particularly described in the scheduled hereunder written.

7. AND WHEREAS the DEVELOPERS has obtained Title & Search report issued by Advocate Amol R Mane vide his report dated 16/09/2020 in respect of the said land and that the Developers has find and absolute right over the said land, copy of which is annexed herewith as Annexure The purchaser has verified the same and independently inquired about the title and right of the Developers over the said land and the purchaser is fully satisfied about the title and tight of the vendor in respect of the said
8. AND WHERES the said Developers with the intent to develop the Said property by constructing building thereto have got the plans sanctioned from Dapoli Nagarpanchayat vide their Permission No. MN/Building Permission/877/2017 dated 23/08/2017 hereto annexed and marked as "Annexure " Till now construction of one building is complete and Nagar Panchayat Dapoli has issued Partial Occupancy Certificate for the same.
9. AND WHEREAS the Allottee is offered **Flat No. 412 on the 4th Floor** of the project called "SAI VISHWA" by the developer (herein after referred to as the said "Flat").
10. AND WHEREAS the Promoters have applied for registering the Project under the provisions of the Act with the Real Estate Regulatory Authority and as such have obtained the Registration No. P52800016304 in respect thereof
11. AND WHEREAS on demand from the Allotee, the Promoters have given the inspection to the Allotee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architect and such others documents as ate specified under the Real Estate (Regulation and Development) Act, 2046 (hereinafter referred to as "the said Act") and the rules and regulations made there under:
12. AND WHEREAS the copies of certificate of title issued by the Attorney-at-law or advocate of the developers, copies of the said Agreements showing the nature of title of the developers to the said property on which the buildings are to be constructed and the copies of the plans and specification of the fiat agreed to be purchased by

the Purchaser/s has been approved by the concerned local authorities have been inspected by the said Purchaser/s.

13. AND WHEREAS the authenticated copies of the plans of the Layout as approved by concerned local authority have been annexed hereto and marked as Annexure.

14. AND WHEREAS the authenticated copies of the plans of the layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure.

15. AND WHEREAS the authenticated copies of plans and specifications of the flat agreed to be purchased by the Allottee as sanctioned.

16. AND WHEREAS the Developers have got some of the approvals from the concern local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said building.

17. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulation and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/ shall be granted by the concerned local authority.

18. AND WHEREAS the Promoters have accordingly commenced construction of the said building in accordance with the said proposed Plans.

19. AND WHEREAS the Allottee has applied to the Developers for allotment of a **Flat No, 412 on 4th Floor**, situated in the said project.
20. AND WHEREAS the area of the said **Flat No. 412 is 870 Sq. ft. Builtup (80.85 Sq.m Builtup)** and "Builtup Area" means the net useable floor area of an flat as per excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee but includes the are covered by the internal partition walls of the Flat.
21. AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
22. AND WHEREAS prior to the execution of these presents the Allottee has paid to the **Developers a sum Rs 29,49,300 /- the sale consideration** of the Parties agreed to be sold by the Promoters/Developers to the Allottee as advance payment or application fee (the payment and receipt whereof the promoter hereby admit and acknowledge) and the Allottee has paid to the Promoters the balance of the sale consideration in the manner hereinafter appearing.
23. AND WHEREAS under section 13 of the said Act the Promoters/Developers are required to execute a written Agreement for sale of said Flat to the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, as well as relying upon the said application made by the Allottee, the

Promoters have sold the said Flat and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. The Developer under normal conditions has developed the said project known as "SAI VISHWA" situated at Survey No. 39 Hissa No. 11B/10 Village-Jogle Taluka Dapoli, District Ratnagiri consisting of Ground and Four Upper stores having Shops/Offices/Commercial Premises/ Residential Flats on the said Property in accordance with the plans, designs and specifications prepared by their Architects and approved by the Municipal Authorities and which have been seen and approved by the Purchasers with only such variations and modifications as the Developer/s may consider necessary or as may be required by the concerned local Govt. authorities.
2. The Allottee has prior to the execution of this Sale deed satisfied himself with the title of the said first owner and the Promoters to the respective property including the Agreements and other documents referred to hereinabove and the Allottee hereby agrees and confirm that he shall not be entitled to further investigate the title of the respective owner and the Promoters right of development of the said Property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or however in connection therewith.
3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and the said Buildings and upon due

observance and performance of which only the Completion and Occupation Certificates in respect of the said Buildings shall be granted by the concerned local authority. **At present partial occupancy certificate bearing No.DNP/Nagar Rachana/DAPO-2226/2025-26 dated 10/03/2026 has been issued by Nagar Panachayat Dapoli. It covers constructed area of 3532.70 Sq. M.**

4. By virtue of this sale deed, the Seller has sold and The Allottee has purchased the **Flat No. 412 Area 870 Sq. ft. Builtup (80.85 Sq.m Builtup) situated at 4th Floor of "SAI VISHWA"** (hereinafter referred to as "the Said Flat") as shown in the Floor plan thereof hereto annexed and marked Annexure for the **consideration of Rs. 29,49,300/-** being the proportionate price of the common areas and facilities appurtenant to die premises, the nature, extent and description of the common areas and facilities which area more particularly described in the fourth schedule annexed herewith.
5. The Allottee has paid on or before execution of this **Agreement a sum of Rs. 29,49,300/- (Twenty Nine Lakh Forty Nine Thousand Three Hundred Only)** The Purchaser/s shall pay all the amounts as aforesaid on or before the execution of this agreement without fail and without any delay.
6. The total price excludes all types of Taxes to be payable by The Purchaser. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be imposed or levied by competent authority/local bodies/Government from time to time.
7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is

complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation, cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules form the date when ,such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee the Promoters shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in payment clause of this Agreement.

8. The Allottee authorizes the Promoters to adjust/appropriate all payments made by his/her under any head/s of dues against lawful outstanding, if any, in his/her name/s as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
9. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the concerned local authority at the time of sanctioning the said plans or their after and shall, before handing over possession of the said Flat to the Allottee, obtain form the concerned local authority occupancy and /or completion certificate respect of the Flat.
10. If the Promoters fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Promoters agree to pay to the Allottee who does not

intent to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee for every month of delay, till the handing over the possession. The Allottee agree/s to pay to the Promoters, interest as specified in the Rule, on all delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

11. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoters in the said building and the said Flat are set out in Annexed hereto.

12. Promoters shall be entitled to reasonable extension of time for giving delivery of said Flat on the fixed date, if the completion of building in which the said Flat is to be situated is delayed on account of :- (i) War, civil commotion or act of God. (ii) Non availability of steel, cement, other building materials, water or electricity connection. (iii) War, civil commotion, strike, labor dispute or act of God and/or any other natural calamity and other cause beyond the control of the Developers/Promoters. (iv) Any notice, order, rule, notification of the Government and/or other public or competent authority. (v) Non payment of the amounts by the Allottees on due dates and as per schedule of payment. (vi) Non availability of water connection,electricity connection from Municipal Council/Corporation. (vb) Any notice, order, rule, notification of the Govt. and/or other public or competent authority/court and Circumstances beyond the contrel of Promoter.

13. Procedure for taking possession the Promoters upon obtaining the Occupation Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in

writing the possession of the said Flat, to the Allottee in terms of this Agreement to be taken within 3 (Three months from the date of issue of such notice and the Promoters shall give possession of the said Flat to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoters or Association of Allottees as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupation Certificate of the Project.

14. The Purchaser shall take possession of the said Flat within 15 (fifteen) days of the written notice from the Promoters to the intimating that the said Flat is ready For use and occupation, Failure of Allottee to take possession of said Flat upon receiving a written intimation from the Promoters as per clause hereinabove, the Allottee shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Flat to the Allottee. In case the Allottee fails to take possession within the time provided in this Agreement, such Allottee shall continue to be liable to pay maintenance charges as applicable.

15. If within a period of 5 (Five) years from the date of handing over the said Flat to the Allottee, the Purchaser brings to the notice of the Promoters any structural defect in the said Flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such

defects, then the' Allottee shall be entitled to Receive from the Promoters, compensation for such defect in the manner as provided under the Act.

16. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage parking 'space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Flat without prior consent in writing of the Promoters and any unauthorized change of user by the Allotte shall render this agreement voidable at the option of Promoters and the Allottee in that event shall not be entitled to any right arising out of this agreement.

17. The Allottee along with other Allottees of Flat in the Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other paper and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly all in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications arc made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

18. The Promoters shall, within 3 (three months of registration of the Society or Association or Limited Company, as aforesaid, cause to he transferred to the Society or Limited Company all the right, title and the interest of the said first Owner/promoters and/or the owners in the said structure of the Building or Wing in which the said Flat is situated.

19. The Promoters shall, within 3 (three) months of registration of the last Society or Limited Company, as aforesaid, cause to be transferred to the Joint ownership of all the Societies of the said Property, all the right, tide and the interest of the said First Owner and/or the Promoters in the said property on which the building with multiple wings or buildings are constructed.

20. The Allottee shall pay the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

21. At the time of registration of conveyance or lease of the structure of the building or wings of the building, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such Conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conycyance, or lease of the said ' the Promoters, the Building/Property, the Allotte shall pay to the promoters, the stamp duty and registration charges payable, by the respective Societies on such conveyance or lease or any document or instrument of transfer in respect of the common property,

amenities and facilities upon the said Property to be executed in favor of all the Societies formed/to be Conned on the said Property.

22. The Promoters/Developers have clear and marketable title with respect to their respective said Property, as declared in the title report annexed to this agreement and have the requisite rights to carryout development upon the said Property and also has actual and physical and legal possession of die said Property for the implementation of the Project

23. The Promoters/Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the said property and shall obtain requisite approvals from time to time to complete the development of the project/said property.

24. There are no encumbrances upon the said Property or the Project except those disclosed in the title report.

25. There are no litigations pending before any Court of law with respect to the said Property or Project.

26. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said Building/Wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said Building/Wing shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/Wing and common areas.

27. The Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to performing act

or thing, whereby the right, tide and interest of the Allottee created herein, may prejudicially be affected.

28. The Promoters/Developers confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.

29. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums. Damages and/or penalties and other outgoings, whatsoever. Payable with respect to the said project to the competent authorities.

30. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the said Property and/or the Project except those disclosed in the title report.

31. The Promoters have inform the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters the Promoters/Developers intend to develop the said Property to be known as "SAI VISHWA".

32. The Promoters shall be at liberty and be entitled to amend the layout plan of the said Property as may be required by the Promoters at their sole discretion but subject to rules of section 33(10) of DCR 1991.

33. The Floor Space Index by whatever name or firm is increase (a) in respect of the said property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said property or (b) either on account of Transfer of Development Rights and/or additional FSI by paying premium to the council/corporation/competent authority (or in any other similar

manner) available for being utilize otherwise and/or if the Sanctioning Authority permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to constrict such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Flat is not reduced and the structure of the building is not changed. The Promoters are entitled to utilize any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) of increasing FSI due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional FSI till the registration of the Society or any form of organization and execution of Conveyance in its favour.

34. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transactions contemplated herein or to confirm or perfect any tight to be created or transferred hereunder or pursuant to any such transitions.

35. The execution of this Agreement shall be complete ordy upon its execution by the Promoters through their authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after the agreement is duiy executed by the Allottee and the Promoters or simultaneously With the execution the said agreement shall be

registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Dapoli.

36. STAMP DUTY AND REGISTARTION The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee. Any dispute between the parties shall be settled amicably, which shall be referred to the appropriate authority as per the provisions of the Real Estate (Regulation and development) act.

37. In pursuance of the aforesaid agreement the seller do hereby convey, transfer and sell the scheduled Flat/commercial Gala more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of **Rs. 29,49,300/- (Twenty Nine Lakh Forty Nine Thousand Three Hundred Only)** The Seller hereby admits and acknowledges the receipt of the said consideration. Details of which are given in Payment schedule given below.

38. The Seller further covenant that the Scheduled Flat/Shop property is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the seller hereby gives warranty of title. If any claim is made by any person either claiming through the seller or otherwise in respect of the Scheduled flat property it shall be the responsibility of the seller alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Flat, the sellers shall indemnify the Buyer fully for such losses.

39. The seller has delivered vacant peaceful possession of the Scheduled flat property on this day to the Buyer and buyer has accepted it. No separate possession receipt is required for the same.

40. The specifications of the Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said Flat or to the said building are described in the Annexure annexed hereto.

41. The Buyer shall use the said Flat/Accommodation/Shop or any part thereof or permit the same to be used only for the purpose permitted by the local authority. He/she/they shall use the covered/open parking space (if allotted) only for the purpose for keeping or parking the Purchaser/s vehicle.

42. The Buyer/s along with other purchaser/s of Flat/Unit etc. in the building/s shall join in forming and registering the association of apartment owners and also from time to time sign and execute all the applications for registering and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed association of apartment owners and duly fill in, sign and return to the 'Seller' within 15 days of the same being forwarded by the 'Seller' to the Purchaser/s, so as to enable to register the Organization of the Purchaser/s No Objection shall be taken by the Purchaser/s if any changes or modifications are made in the Memorandum and/or articles of Association if the same are required to be made by the 'Owner/Promoter' as per their commitments to various persons and/or any other Competent Authority as the case may be.

43. Unless prevented by circumstances beyond the control of the Seller, the Seller shall form the association of apartment owners or Co-operative Housing Society of the unit holders/purchasers in the project or shall submit the 'Said Land' or any part thereof along with building constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970, and Flat/Shop/Apartment/entire land and building will be conveyed

by the Seller herein within one year from and after (i) completion of construction of building in the scheme and utilization of entire FSI and TDR, permissible to be utilized on the said building as per Development Control Rules (Whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration/ Final Conveyance and Deed of Apartment by the parties concerned (i.e. Seller and Flat/Unit Purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchasers, whichever is later. The Developer shall execute conveyance of the land and building in favour of such society. However the conveyance shall be **restricted only to the portion of land required for the present building**. The remaining land shall continue to remain with the Developer for future development.

44. Such conveyance and/or Declaration u/s. 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be subject to the exclusive, limited common, restricted etc. rights of the unit/s holders and commitments of 'Seller'. The 'Seller' shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

45. It is hereby agreed that the Seller has the exclusive right of allotment of different covered/open parking spaces or terraces or open spaces or right to develop garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may not be the owners or holders of the Flat/Tenement. The persons to whom such terraces or covered/open parking spaces/s or open space/s are allotted shall

be admitted as the members of the Association. It is hereby agreed that the areas mentioned hereinunder shall be the common areas and facilities and the Seller shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the 'Seller' thinks fit.

46. **DEVELOPER'S RESERVATION OF RIGHTS** Notwithstanding anything contained herein, the Purchaser acknowledges that the following rights shall remain exclusively with the Developer.

47. **Phased Development** The project shall be developed in phases and the Developer may construct additional buildings on the remaining land.

48. **Exclusive Development Rights** The Developer shall have exclusive development rights over the entire land except the portion conveyed to the society.

49. **Right to Construct Additional Buildings -** The Developer shall have the right to construct additional buildings, wings or structures on the remaining land.

50. **Right to Additional Floors** The Developer may construct additional floors on the existing building if permissible.

51. **Reservation of FSI** -All existing and future **Floor Space Index (FSI)** shall belong exclusively to the Developer.

52. **Reservation of TDR** - All **Transferable Development Rights (TDR)** generated or receivable in respect of the land shall belong exclusively to the Developer.

53. **Right to Load TDR -** The Developer may load TDR on any building on the land.

54. **Reservation of FAR** - All **Floor Area Ratio (FAR)** and development potential shall belong to the Developer.

55. **Rights Over Remaining Land** - The Purchaser shall have no right in the remaining portion of land reserved for future buildings.

56. **Terrace Rights** - The terrace shall remain the exclusive property of the Developer.

57. The Developer may install: including but not limited to - water tanks, telecom towers, solar systems Advertising boards.

58. **Advertisement Rights** The Developer may display advertisements or signage on the building.

59. **Rights Over Open Spaces** -Certain open spaces may be reserved for internal roads, amenities, landscaping and/or future buildings.

60. **Parking Rights** - All parking spaces shall remain under control of the Developer until allotted.

61. **DP Road Reservation** - If any portion of the land is affected by **Development Plan road reservation**, the Developer shall be entitled to get the compensation/TDR/development benefits. The Purchaser as well as land owner shall have no claim over the same.

62. **Society Limited to Building** - The society shall have rights only in respect of the present building.

63. **Separate Societies** The Developer may form separate societies for future buildings.

64. **Conveyance Limited to Building Portion** Only proportionate land necessary for the present building shall be conveyed.

65. **Layout Modification** - The Developer may modify the layout plan as required.

66. **Irrevocable Consent** - The Purchaser gives irrevocable consent to future development.

67. **Binding on Society** - All these conditions shall bind the Purchaser and the society formed in future.

68. **PURCHASER'S COVENANTS** - The Purchaser agrees that he shall not object to future construction, claim rights in other buildings, claim FSI or TDR or claim terrace rights.

69. **INDEMNITY -** The Purchaser shall indemnify the Developer against any claim contrary to these provisions.

70. **MASTER LAYOUT CONTROL CLAUSE** - The Purchaser expressly acknowledges and agrees that the said property forms part of a **larger composite development / layout / township project** proposed to be developed by the Developer in a phased manner.

71. The **entire master layout plan, development scheme and planning of the project** shall remain under the exclusive control and discretion of the Developer. The Developer shall have the absolute right to modify, amend or revise the **master layout plan**, change the **location, number, size and configuration of buildings**, construct additional buildings, wings or structures, alter internal roads, open spaces, recreational areas and amenities, amalgamate, subdivide or rearrange plots or development areas.

72. The Purchaser hereby **gives irrevocable consent** to such changes and agrees that such modifications shall not be deemed to adversely affect the rights of the Purchaser. The Purchaser shall **not raise any objection or claim** against the Developer in respect of such modification or future development. The Purchaser and any society, association or body of flat purchasers formed in future shall **not claim any right, title or interest over the master layout of the entire project** except to the limited extent of the present building. The Developer shall have full authority to plan, design and execute the project in phases and the

Purchaser shall be bound by the decisions of the Developer in respect thereof.

73. **INFRASTRUCTURE OWNERSHIP CLAUSE** - The Purchaser agrees that various infrastructure facilities and services required for the overall development of the project may be constructed or installed by the Developer within the said property. Such infrastructure may include but shall not be limited to water storage tanks, borewells and pumping systems, sewage treatment plant (STP), drainage lines, electrical transformers and substations, internal roads, water supply pipelines, storm water drains, common utility areas, service corridors, security infrastructure and landscaping and other infrastructure facilities. All such infrastructure facilities may be **constructed for the benefit of the entire project including future buildings**. Ownership and control of such infrastructure shall remain with the **Developer or its nominated entity** until such time as the Developer decides to transfer the same. The Purchaser and the society formed for the present building shall have **only limited user rights** in respect of such infrastructure as permitted by the Developer. The Purchaser shall not claim **exclusive ownership or control over such infrastructure facilities**. The Developer shall have the right to **operate, maintain, repair, upgrade or modify such infrastructure** as required for the development of the project. The cost of maintenance of common infrastructure may be apportioned among users of the project as determined by the Developer. The Purchaser and the society shall **not obstruct the Developer in installation, maintenance or replacement of such infrastructure**.

74. The Developer may construct additional amenities within the project including clubhouse, recreational facilities, commercial

premises, landscaped gardens, parking structures etc. Such amenities may be reserved by the Developer for the benefit of future buildings or the overall project. The Purchaser shall not claim exclusive ownership over such amenities unless specifically transferred.

75. **Developer's Right to Mortgage Unsold Flats and Development Rights** - The Developer shall have the right to **mortgage or create charge over** unsold flats, unsold premises, development rights and balance land. The Purchaser and the society shall have **no objection** to such mortgage. However such mortgage shall not affect the rights of purchasers who have fully paid consideration.

76. **No Objection Clause for Additional Construction / TDR Loading** The Purchaser hereby gives **permanent and irrevocable no-objection** to the Developer for construction of additional buildings, additional floors, loading of TDR, and utilization of additional FSI. The Purchaser and the society shall not challenge such development.

77. **Protection Against Obstruction** The Purchaser and the society shall not obstruct the Developer in carrying out future development, installation of infrastructure or construction of additional buildings.

78. **Right to Use Access Roads** The Developer shall have perpetual rights to use internal roads and passages for development of future buildings.

79. **Right to Enter Property** The Developer shall have the right to enter the property for purposes of construction, maintenance or development.

80. **Developer's Marketing Rights** The Developer may continue to market and sell other premises in the project and use common areas for marketing purposes.

81. **Reservation of Utility Areas -** Certain areas may be reserved for utilities such as electrical rooms, pump rooms, service ducts etc. These shall remain under Developer's control.

82. **Overriding Effect** These reservation clauses shall override any contrary interpretation of rights by the Purchaser or any society formed in future.

83. The Buyer/s himself/herself/themselves with the intention to bring all persons into whosoever hands the said flat may come, doth hereby covenant with the 'Seller' as follows for the said flat and also for the building in which the said Flat/Shop is situated:

a. To maintain the said Flat/Unit at the Buyer's own cost in good tenantable repair and condition from the date of possession of the Flat/Unit is taken and shall not do or suffered to be done anything in or to the building in which the Flat/Unit is situated, staircase or any passage which may be against the rules, regulations, bye-laws or concerned local or any other authority or change / alter or make addition in or to the building in which the Flat/Unit is situated and or any part thereof.

b. Not to store in/outside the Flat/Unit/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry out or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passage or any other structure of the building in which the Flat/Unit is situated. And the damage caused to the

building in which Flat/Unit is situated or the Flat/Unit on account of negligence or default to the 'Buyer/s' in this behalf shall be made good by him/her/ them, the 'Buyer/s' alone shall responsible and liable for the consequences arising there from.

c. To carry at his own costs all internal repairs to the said Flat/Unit and maintain Flat/Unit in the same conditions, state and order in which it was delivered by the 'Seller' to the 'Buyer/s' and shall not do or suffering to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be detrimental to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the 'Buyer/s' committing any act in contravention of the above provisions, the 'Buyer/s' shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or caused to be demolished the Flat/Unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, not any alteration in the elevation and outside color scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains, pipes in the Flat/Unit and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC padres or other structural members in the Flat/Unit without the prior written permission of the 'Seller' and/or the Society or Apartment or the Limited Company as the case may be.

e. Not to do or permit to be done any act or thing which may render void or violable any insurance of the said land and the building in

which the Flat/Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rages, garbage's or other refuse or permit the same to be shown from the said Flat/Unit in the compound or any portion of the said land and building in which the Flat/Unit is situated.

g. Not to hang clothes/undergarments in balcony, not to hang/fix/affix/ hold any hording/name plate/advertise/sign board in any place, except at the location provided by Seller for that purpose.

h. To Pay to the Seller within seven days on demand from the 'Seller', his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Flat/Unit is situated.

i. To bear and pay any the local taxes, N.A. taxes, Water Charges, Insurance and such other levies if any, from the date of completion certificate in respect of the said Flat and also any additional increased taxes, cesses, insurance etc. which are imposed by the concerned local authority and/or Government and/or other public authority on account of permitted change of user of the Flat/Unit by the 'Buyer's. The 'Buyer's shall observe and perform all the obligations under the rules and regulations which the Society or Association of Apartment Owners or Limited Company may adopt at its inception and as it may be in force from time to time for protection and maintenance of the said building and the flats, units therein, and shall be responsible for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Govt.

and other Public Bodies. The ‘Buyer/s’ shall also observe and perform all the stipulations and conditions laid down by the Society/ Apartment/ Limited Company regarding the occupation regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

j. Any construction, objection, nuisance etc. created or caused by the ‘Buyer/s’ shall forthwith be removed as asked for by the ‘Seller’, Society/ Association or any member thereof suffering inconvenience on account of such cause.

k. Not to obstruct the development work for any reason and in any way.

l. In the event of the ‘Seller’ carrying out any work of additions and/or alterations as per instructions of the ‘Buyer/s’ to keep the ‘Seller’ harmless and indemnified from all or any actions if taken by any person or authority or incidental thereof. The ‘Seller’ shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the ‘Buyer/s’ at his/their own costs and risk.

m. If the ‘Buyer’s shall desire to fit grill/s to the balconies and/or windows then he/she/they shall do so at his/her/their own costs only as per the design and specifications approved by the ‘Seller’. The ‘Buyer/s’ shall not fit any grill/s or enclose the car parking space allotted for his/her/their exclusive use

n. The unit allotted is a residential unit hence the ‘Buyer/s’ shall use the same only for agreed purpose

o. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.D.C.L (formerly known as M.S.E.B.) the ‘Buyer/s’ herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also expenses

for the maintenance of the common areas and facilities in promotion to the area of his/her/their flat/unit.

p. Not to object the specific allotment/ sale/ permission to the restrictive and/or exclusive use etc. by the 'Seller' to particular unit holder/s

84. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats/units or of the 'Said Land' and building or any part thereof. The Buyer/s shall have no claim save and except in respect of the said Flat/Unit hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described herein below will remain the property of the 'Seller' until the 'Said Land' land and building is transferred to the Association of Apartment Owners as hereinbefore mentioned.

85. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulations of the promotion of construction, sale, management and transfer) Act, 1963, the Maharashtra Apartment Ownership Flats Act, 1970 and the rules made there under and Maharashtra Co-operative Societies Act, 1960, Rules, 1961 and amendments thereto from time to time.

86. The Buyer/s hereby gives his/her/their consent and has no objection for use of the remaining units wholly or in parts for office and/or the 'Seller' may permit any commercial purpose as. The 'Seller' shall also be entitled to erect hoardings on the plot and/or building/s and to sell or let the same and to receive the income thereof and the property will be conveyed subject to the said right of the 'Seller'.

87. The 'Seller' may allow display of advertisement and/or hoarding sites/neon signs or may allow erection of antenna or towers for cable/satellite television, wireless, paging, mobile,

cellular services, on the building and derive appropriate income there from in their own rights. The 'Seller' shall be entitled to erect hoardings on the property and/or said building and to sell or let/ lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Seller.

88. The Covered/Open Scooter and Car Parks are not the common areas and the 'Seller' as per his choice and discretion will allot each car/scooter park to specific flat/unit purchaser.

89. That the Buyer/s is given to understood and the Buyer/s has irrevocably agreed to the stipulation that the Buyer/s shall pay the maintenance charges of the building and common amenities therein, in form of one time maintenance i.e. in lump sum, in the stipulated time, to the organization of the flat holders in the building as may be decided by the organization in its meeting and/or as may be enhanced from time to time. In case the Buyer/s objects or fails to pay the same within the stipulated time the Buyer/s shall not be entitled to any of the rights and benefits of this agreement. In such event the Society/Organisation shall have all rights to reject the application of the Buyer/s for the membership of the society it being undesirous or to expel the Buyer/s from the organization. As such the objecting Buyer/s shall not be entitled to allotment of Share Certificate and the Flat/Unit.

90. The name of the project and building shall be **'SAI VISHWA'** and this name shall not be changed without the written consent of the 'Seller'. The name of the Association shall also be decided by the 'Seller' at its discretion.

91. Any exclusive use allotted by the 'Seller' either of the, covered/open car park, open space or of any other portion shall be subject to the right of the Association and its agents of use of the

same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines etc. Also if there is no common terrace or any common area on top of building and if common T.V. antenna is not provided then other unit holders shall be entitled to erect their T.V. antenna (not dish antenna) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the Unit holder/s to whom the right of exclusive use of terrace is allotted. All terraces, Open spaces, parking space/areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Buyer/s herein shall not object to the same not obstruct the Seller from allowing such exclusive use to any other person/s.

92. It is specifically agreed between the parties that even if the association of all the unit holders is formed and registered and conveyance completed the Seller and Consenting Party shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

93. As the ‘Seller’ will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the Flat of the Purchaser if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/ water supply through any

other temporary arrangement due to which if there is improper supply of water/ electricity the ‘Seller’ shall not be held responsible for the same and the Buyer/s hereby consents for any temporary arrangement that may be made in the said interim period. The Buyer/s shall pay for the proportionate charges as demanded, determined and decided by the ‘Seller’. The ‘Seller’ shall be entitled to deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the maintenance deposit agrees for which the Purchaser/s hereby gives his/her/their consents.

94. It is hereby made clear that the organization of all the Purchaser/Unit holders for the said scheme shall be an Association of Apartment Owners or the Co-operative Housing Society to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 and Rules there under, respectively.

95. The ‘Seller’s decision regarding formation of Society or Apartment Association or Limited Company shall be final and binding on the Purchaser/s.

96. The ‘Seller’ reserves his right to use and consume FSI, if any, that may be approved beyond the present FSI/TDR, on property, even after the conveyance of the said property, in favour of the organization/society of unit purchasers and unit purchaser of unit/s that may be constructed by the ‘Seller’ shall be admitted to such organization/society and it shall be deemed that the Purchaser/s herein has given his/her/their irrevocable consent to such user of FSIFAR/TDR.

97. Henceforth the seller shall not have any right, title or interest in the Scheduled property which shall be enjoyed absolutely by the Buyer without any let or hindrance from anyone.

98. The Seller hereby covenant that he shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled property unto and in favour of the Buyer in the concerned departments. Also, Seller shall give his NOC in writing to concerned authority for obtaining separate water and/or electricity connection (if found necessary)

99. The Seller hereby covenant that the he has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Seller to clear the same.

100. That it is hereby agreed and understood explicitly between the parties hereto the Seller shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale of the property under this sale deed. But Assessment charge of Nagar Panchayat Dapoli, Light charges and water connection charges and other ancillary charges should be borne by Buyer after this day.

101. The property is free from all encumbrances, charges, mortgages, prior assignments of sale or lease hold or court attachments and it is not subject to any other litigation.

102. The seller hereby agrees to co-operate with the buyer to get the title of the said property changed in the name of the buyer in Revenue Records.

103. Buyer has right to use common roads and other amenities which the seller is providing to the entire Building. (Amenities are described in separate Schedule attached herewith and which shall be treated as part of this deed.)

104. Now Buyer has become full and absolute owner and possessor of the property and has right to enjoy or dispose it off as per his wish and will.

SCHEDULE OF PAYMENT

Total Consideration INR **Rs. 29,49,300/- (Twenty Nine Lakh Forty Nine Thousand Three Hundred Only)** received till today as follows :-

Amount(□)	Cheque/ DD/RTGS/ NEFT / IMPS Ref. No.	Date of Instruments	Name of Bank and Branch
4,44,300/-	**Cheque No. 024405**	**../…../2026**	**IDBI Bank**
	Cheque No.	**../…../2026**	**…….**
	Cheque No.	**../…../2026**	**…….**
29,49,300/-	**Total Twenty Nine Lakh Forty Nine Thousand Three Hundred Only**		

SCHEDULE OF PROPERTY

All that the piece and parcel of the property within limits of Collector Ratnagiri, Tahasildar Dapoli, at village Jogele, within boundaries of Dapoli Nagar Panchayat, within Talathi Saja Camp Dapoli and bearing

New Survey No. **Old Survey No.**	**Area**	**Assessment**
39/11B/10 **39/A/1/A11B/3**	**0-65-92** **Out of which**	**0.18**

	5592 Sq. M.	

Boundaries of the property are as follows

East :– S.No. 36

West :– Building of MHADA project

North :– Road

South : – S.No. 38

The residential **flat bearing No.412 on the 4th floor and having total area 870 Sq. Feet Builtup (80.85 Sq.Meeter Builtup)** within the building constructed in the above mentioned property named as **'SAI VISHWA'** along with its all piece and parcel as shown in floor plan attached to this deed is subject matter of this Sale deed.

Flat 412 is bounded by,

Boundaries of the Flat property are as follows :-

East : – Open Space

West :– Flat No. 411

North :– Open Space

South :– Flat No. 413

Above :– Teres

Beneath :- Flat No. 312

More fully shown in red color in the plan annexed hereto and includes all rights including easement rights, right of way, light etc.

IN WITNESS WHEREOF, the Seller and Buyer hereunto have set his hand to this Deed of Sale with his free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

M/S GIO CONSTARCTIONS CO.
through its authorized Partner
and Power Of Attorney Holder
MR. MASIUDDIN SALAUDDIN KHAN
SELLER

Mr. JAVEED AMIR ISANE
BUYER