

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this _____ day of _____

BETWEEN

M/s. **BEAUTY GANRAJ CONSTRUCTION LLP** (Formerly Known as **GANRAJ CONSTRUCTION**, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932,) , a Limited Liability Partnership Company registered as per Section 23 (1) of Limited Liability Partnership Act, 2008, 400602, PAN No. AAJFG6537B, Represented by its authorized signatory partner *Mr. SATISH GARG* (Aadhar no. 4655 8966 8826) authorized vide authority Letter dtd. Hindu, Indian Inhabitant, having address at G-1, Marigold, Almeida Road, Opp. Nitin Casting Co., Panchpakhadi, Thane (W) *vide* board resolution dated (hereinafter referred to as the "Developers" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, their or his permitted assigns) of the ONE PART;

AND

MR. _____	/	MRS. _____	/	M/S. _____
of				
Mumbai (PAN -- _____), (Aadhar no. _____) Indian	Inhabitant,	having		
his/her/their	residence/office	at		

_____ hereinafter referred to as "the Purchaser/s" (which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heir, executors, administrators and permitted assigns) of the OTHER PART;

The Developers / Owners - Beauty Ganraj Construction LLP, formerly known as Ganraj Construction are absolutely seized and possessed of land bearing City Survey No. 149 adm. 1973.8 sq.mtrs. (On survey of the above land bearing CTS No. 149 the area of the said land is rectified from 1613.8 sq. mtrs to 1973.8 sq. mtrs. as per the Order dtd. 13/03/2013 passed by the Dist. Collector, Mumbai Suburban District, Mumbai) & City Survey No. 149/1 adm. 24.40 sq.mtrs. (also known as City Survey No. 149, H. No. A & City Survey No. 149, H. no. B), totally admeasuring about 1998.2 sq. mtrs. being lying and situate at village Kanjur, Jangal Mangal Road, Bhandup (W), Taluka Kurla, Dist. Mumbai, hereinafter referred to as "**said property**" and the name of the Vendor has been duly mutated in the property register card of the said property.

The Developers / Owners "Ganraj Construction" by and vide Deed of Partnership dtd. 27/12/2010 are a registered Partnership Firm under the provisions of Indian Partnership Act, 1932 and are carrying out the business under the name and style of Ganraj Construction. The said Ganraj Construction have converted their firm to Limited liability by and vide LLP Partnership Agreement dtd. 18/02/2014 and in pursuance thereto have obtained certificate of registration of conversion dtd. 17/02/2014 from the Registrar of Firms, Mumbai, wherein the said Ganraj Construction is now known and registered as Beauty Ganraj Construction LLP. Originally the partnership Firm & the said LLP firm of the Owners consisted of three partners namely Mr. Satish Kishorilal Garg, Mr. Kalpesh Babubhai Rathod & Mr. Kamlesh Bhagwandas Bathija. Presently one of the partners namely Mr. Kamlesh Bhagwandas Bathija has retired from the Partnership and therefore Supplementary Limited Liability Partnership Agreement dtd. 24/03/2015 have come to be executed between the partners modifying the contents of the said LLP Agreement and constitution of the said firm wherein presently there are only two partners namely Mr. Satish Kishorilal Garg & Mr. Kalpesh Babubhai Rathod, and the partner Mr. Kamlesh Bhagwandas Bathija has ceased to have any right, title or interest in the said partnership business in any manner whatsoever.

The Owners have purchased the said property from Vendor - Mr. Ayub Khudadad Khan vide Conveyance Deed dtd. 26/04/2011 regd. with Sub Registrar of Assurances Kurla 3, Mumbai at Sr No. BDR 13 / 6090 / 2011.

The Slum Rehabilitation Authority (SRA) have exercising the powers under provision of Sec. 3B(3) of Maharashtra Slum Area (Improvement) Clearance and Redevelopment Act 1971, and in view of provisions of Sec. 3C(1), the Chief Executive Officer, has by Notification declared the said property as Slum by its Order dtd. 29/04/2011 bearing No. SRA/CTSO/Desk-1/T-S1 /3C/ Manav/ 2011/ 1382.

The SRA have by their LOI dtd. 26/06/2012 sanctioned the scheme for development of the said property and for rehabilitation of the slum dwellers. The owners have been granted the Commencement Certificate dtd. 05/11/2012 bearing No. SRA/ENG/2911/S/PL/AP by the SRA and the owners are entitled to develop the said property.

- A. The Owners / Developers are entitled to carry out construction on the said property and are also entitled to Free Sale FSI i.e. free sale component as mentioned in the LOI dtd. 26/06/2012 granted to the said Owners / Developers. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

The Owners / Developers have proposed to develop the said property and also to consume the free sale FSI, granted to the Owners /

Developers as per the said LOI and to construct the building known as "Beauty Landmark".

The Slum Rehabilitation authority has sanctioned building plans for **ONE COMPOSITE BUILDING** with two wings of building consisting of Basement + Ground + 20th Upper floors having (1st to 17th floor part of rehab component and 17th floor part to 20th floor of sale component) and other wing with Basement + Ground + 23rd upper floors all of sale component as per available FSI on surrender of area falling under Reservation inter alia for Municipal Road, Recreation Ground, Play Ground, Public Recreation Ground and Railway reservation to the Slum Rehabilitation authority and still awaited by the Owner;

The Slum Rehabilitation Authority has granted the commencement certificate to develop the Project *vide* approval dated 05/11/2012 bearing no. SRA/ENG/2911/S/PL/AP.

The Promoter has obtained the final layout plan approvals for the Project from Slum Rehabilitation Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at on under registration no. _____

V.T. Hundlani, the Advocate of the Developers have certified the title of the Developers who are even the Owners of the said property, as clear and marketable and free from encumbrances by his Title Certificate dtd. 23/03/2015

Relying upon the declarations made by the Developers to the said property being clear and marketable and/or sanctioned plans of the building/s to be constructed on the said property and the said premises agreed to be purchased by the purchaser as approved by the Slum Rehabilitation Authority and more particularly described in the typical floor plan have been annexed hereto and marked as Annexure "B"

While sanctioning the said plans, the Slum Rehabilitation Authority and/or Government of Maharashtra have laid down certain terms, conditions, stipulation and restrictions which are to be observed and performed by the Developers while developing the said property and the said building/s and upon the observance and performance of which only the completion and Occupation Certificate in respect of the said building/s will be granted by the Slum Rehabilitation Authority.

Upon an application made in that regard the Slum Rehabilitation Authority the said authority has sanctioned building plans for construction of **ONE COMPOSITE BUILDING** with two wings of building consisting of Basement + Ground + 20th Upper floors having (1st to 17th floor part of rehab component and 17th floor part to 20th floor of sale component) and other wing with Basement + Ground + 23rd upper floors all of sale component on the said property described

in the Schedule I hereunder written and a Commencement Certificate dated 05th November 2012 bearing No SRA/ENG/2911/S/PL/AP has been issued by the Slum Rehabilitation Authority. Thereafter the said SRA authority has accorded its sanction vide permission No. SRA/ENG/2911/S/PL/AP, for the construction of the additional construction basement + ground + 20th floor and basement + ground + 23rd floors upon the said property.

The said property more particularly described in the Schedule I hereunder written in respect of which the Slum Rehabilitation Authority has sanctioned building plans, is shown on the layout plan in red colour boundary line and the Developers are thus entitled to develop the same;

The Developers are desirous to develop the said property by constructing a residential cum commercial complex therein known as "BEAUTY LANDMARK" consisting of numbers of buildings on the same and to sell the premises in the said building to persons of the choice of the Developers and to receive the entire sale proceeds thereof the exclusive benefit of the Developers;

The Developers have commenced construction of buildings on the said property more particularly described in the Schedule I hereunder written;

The Developers have entered into or will be entering into separate agreement with several persons and parties for sale and disposal of premises in the proposed building i.e., "BEAUTY LANDMARK" being constructed by the Developers on the said property, more particularly described in the Schedule I hereunder written

The Developers have given inspection of all the documents of title relating to the said property to the Purchaser and the Purchaser has pursued the same and express notice of the contents thereof including terms and conditions and covenants contained therein; The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

The Developers have supplied to the Purchaser such of the documents as are mentioned in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA")/ RERA ACT 2016 and the rules made therein as demanded by the purchaser;

The Purchaser has requested the Developers for sale and allotment to the purchaser of the shop /office premise/flat/space under the stilts (as per the details given in the Schedule II hereunder written and hereinafter referred to as "the said premises") in the building/s to be known as "BEAUTY LANDMARK" presently being constructed by the Developers on the said property;

Under Section 4 of MOFA/ RERA ACT 2016 the Developers are required to execute a written agreement for sale of the said premises

being in fact these presents and upon the execution of this Agreement and it being lodged for registration by the purchaser and the Developers being informed about the same, the Developers are required to admit the execution thereof before the concerned office of Sub-Registrar;

The Developers have employed the service of Architects viz. **M/S S.S. Associates** and has also appointed a Structural Engineer **M/S Nexus Project Solutions Pvt. Ltd.** for the preparation of the structural design and drawings of the said building, and the Purchaser accepts the professional supervision of the Architect and Structural Engineer till the Completion of the total scheme of development;

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Flat].

In the circumstances, the parties hereto have agreed to execute this Agreement as is hereinafter appearing:

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

- 1) The Developers shall construct the said building/s on the said property in accordance with the plans, designs, specifications approved by the said Slum Rehabilitation Authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the said Slum Rehabilitation Authority /the Government to be made in them or any of them. The Purchaser/s doth hereby give his/her/their consent for making any such variation and modification and/or additions and alterations in the plans and specifications of the said building/s and/or the said approved layout of the said property i.e. approved plan. This consent shall be treated as the consent given by the Purchaser/s as provided under Section 7 of the said Act. The Developers shall be freely and absolutely entitled to construct any additional building/s on the said property and/or additional floor/s in and upon the said building/s, by obtaining such other and further FSI as per the development control rules and regulations of the said Rehabilitation Authority and/or by obtaining the T.D.R. and/or FSI of any other property and/or by obtaining the FSI of the neighborhood properties and/or in any other manner whatsoever. The Developers shall

further be entitled to change the present layout as disclosed in the said Approved Plan and relocate the locations of the said building/s, other common areas, facilities, location of club house, access road, garden, parking areas etc. at any time and/or at all times till completion of the entire development project of the said property by consumption of all presently available FSI or future FSI including the TDR/DR etc. The Developers shall be entitled to extract the available FSI from the present project and to load the same in any other project or to sell the same in open market to any third party or any person for which the Purchaser/s herein give their irrevocable consent to the same. The completion of one building/s and/or obtaining of occupation certificate of such building/s will not be treated or construed as completion of the development scheme of the said property and even after obtainment of such occupation certificate, the Developers being the in-charge of the development project, shall continue to have all right of relocation of layout plan and/or relocation of R.G. areas, garden, access road, etc. till completion of entire development project as aforesaid; of said property. The Purchaser/s doth hereby give his/her/their irrevocable consent/no objection for all the aforesaid relocation/ alterations/ additions/ amendments/ Revisions etc.

- 2) The Purchaser/s hereby agree/s to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s one Flat/Shop/Office premises being No. _____, to be situated on _____ floor, of _____ carpet area admeasuring _____ sq.feet. i.e. _____ sq.mtr and the carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat/ apartment/ office/ commercial unit for the exclusive use of allottee or verandah area and exclusive open terrace area appurtenant to the said flat/ apartment/ office/ commercial unit for exclusive use of the Allottee, but includes the area covered by the internal partition wall of the flat/ apartment/ office/ commercial unit No. _____ to be erected/being constructed on the said property, in the project to be known as 'BEAUTY LANDMARK' and as shown in the floor plan annexed herewith' by hatched lines and more particularly described in SCHEDULE IV hereunder written; which flat/s/shop/office premises, is hereinafter referred to as "SAID PREMISES", for the price of Rs. _____ (Rupees _____ : _____

only.) The Developers have requested the Purchaser/s to pay purchase price as per the details given below and the Purchaser/s has/have agreed to pay the aforesaid purchase price in time; and, accordingly, the above said purchase price is fixed and finalized.

i. Rs. _____ /-(Rupees _____ only)

(not exceeding 10% of the total consideration paid on or before execution hereof. (the payment and Receipt whereof the DEVELOPERS DO hereby admit and acknowledge).

- ii. Rs._____./(Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the DEVELOPERS after the execution of Agreement
- iii. Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the DEVELOPERS on completion of the Plinth of the building or wing in which the said Apartment is located.
- iv. Rs_____/ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the DEVELOPERS on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located. (total _____ slabs, ____/% on each slab)
- v. Rs_____/ - (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the DEVELOPERS on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- vi. Rs_____/ - (Rupees _____ only) (not exceeding 80% of the total consideration)to be paid to the DEVELOPERS on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vii. Rs._____/-(Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the DEVELOPERS on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises are located..
- vii. Rs_____/ - .(Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the DEVELOPERS on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises are located.

viii. Rs. _____/- (Rupees _____ only.)

against and at the time of handing over of the possession of the said Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

(Time for payment of each installment being the essence of this contract).

- 3) The Developers doth hereby admit and acknowledge the receipt of the amount as mentioned in clause (a) above and doth hereby release and discharge the Purchaser/s from the payment thereof and or every part thereof. The balance consideration amounting to Rs. _____ (Rupees _____ Only)

shall be payable by the Purchaser/s to the Developers in the manner contended hereinabove. The Purchasers has/have been informed by the Developers that the Project has been financed by **Reliance Capital Limited**. All payments to be made by the Purchaser/s under this Agreement shall be by cheques, demand drafts, pay orders (including remittances from abroad) made out in **RERA COMPLIED BANK ACCOUNT**. Time shall be essence of this contract. The Purchaser/s shall not commit any delay and/or default in the payment of any of the installments mentioned hereinabove. After completion of plinth and/or respective slab and/or maturing of respective installment in the manner mentioned hereinabove, the Developers shall issue a letter in writing to that effect at the address of the Purchaser/s mentioned hereinabove. Such letter shall be sent by Regd. Post./Courier and upon issuance of such letter by Regd. Post ./Courier, it shall be presumed that the provision of issuance of letter mentioned herein has been duly complied with. Upon issuance of such letter, the respective installment, shall be paid within 7 days from the date of issuance of letter. In case, if any delay and/or default is committed by the Purchaser/s in the payment of such installment, the Developers shall be entitled to take all such steps for breach of contract as contemplated under the provisions of law. In addition to such steps and without prejudice to the right to take such steps for breach of contract, the Developers shall also be entitled to the interest @21% per annum for the delayed period in respect of each such installment. In case, if the respective installment is not paid within 7 days, then as aforesaid interest shall become due and payable on the amount of the defaulted installment. After expiry of period of 7 days, the Developers shall issue notice of 15 days inter alia informing the purchaser/s that, if the defaulted and/or due installment is not paid along with the interest that may accrue thereupon within 15 days from the date of issuance of said 15 days notice, then this agreement shall stand terminated and the Developers shall be free to sell/ dispose the said premises in market or deal with the same in any manner the Developers may desire and the Purchaser/s shall not have any claim, right, title or interest in the said premises on termination of the Agreement. Upon such termination whatever consideration till then might have been paid by the purchaser/s, shall be refunded after deducting

there from the 10% amount of the agreed consideration towards the cancellation expenses. Upon expiry of said period of 15 days, the Developer shall become entitle to allot, alienate and or transfer the said premises to any other person of their choice and the purchaser/s herein shall not have any right to object to such allotment and/or transfer.

- 4) The specification of the said building/s, in which the said premises is situate as well as list of amenities to be provided to the said premises and the nature and description and extent of common areas and facilities and/or limited common area and facilities if any, are more particularly described in the annexure annexed.
- 5) The Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulation and restrictions if any, which may have been imposed by the Rehabilitation Authority at the time of sanctioning the said Approved plans or thereafter as well as the conditions imposed and shall obtain from the concerned local authority, occupation and/or completion certificates in respect of the said premises.
- 6) The Developers have informed the Purchaser/s and the Purchaser/s confirms having notice of the following:
 - a) That the Developers are entitled to the "Transferable Development Right" (TDR) under the provisions of the Development Control Regulation. This TDR could be utilized by developing and/or constructing additional storey or storey and or/ wing or wing and/ or building or buildings to the said building or by developing and/ or constructing independent building or buildings, bungalow or bungalows or row house on the said property. If permissible under law, the Developers shall use and/or utilize further TDR in the development of the said property.
 - b) The Developers are entitle to the said TDR and/or any other rights i.e. FSI that may be made available in accordance with the policies framed by the concerned authorities from time to time in lieu of surrender of any reserved lands or any of them or any part or parts thereof and/or to receive and utilize the said TDR or FSI that may be granted in respect of the said reserved lands or any them or any part or parts thereof as also the rights of development and/or construction on the said property as a receiving property and/or to consume or fully exploit the said TDR or FSI available from the said reserved lands or any of them or any part or parts thereof or to which the Developers may be entitled by way of development and/or construction on the said property as a receiving property;
 - c) The Developers shall be entitled to exploit and/or consume the said TDR and/or FSI either by way of developing and/or constructing additional storey or storeys on the said building and/or wing or wings and/or building or buildings, bungalow or bungalows, row house and/or any other structure on the said property and the said Developers shall be entitled to the entire consideration amount for their own absolute use and benefit;
 - d) The Developers are entitled to consume the entire and further increased FSI that may at any time be granted or made available by reason of any increase in FSI and/or by any

changes in the Development Control Regulation in respect of the said property from time to time and/or by transferring FSI available in respect of any other property.

- 7) The Developers shall give possession of the said premises to the Purchaser/s on or before 30/06/2018. However, the Developers shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building/s in which the said premises are to be situated is delayed on account of :
 - a) Non-availability of steel, cement, other building/s material, water or
 - b) Electric supply;
 - c) War, civil commotion or act of God;
 - d) Any notice, order, rule, notification of the Government and or Other public or competent authority said Rehabilitation Authority and/or the Court of Law.
 - e) Any other circumstances beyond the control of the Developers.
- 8) The Purchaser/s shall take possession of the said premises within 7 days of the Developers giving written notice to the Purchaser/s (by Regd. Post / courier), intimating that the said premises are ready for use and occupation. If within a period of one month from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the said premises or the material used therein in the construction of the said building/s, then, wherever possible such defects shall be rectified by the Developers at their own cost. In case however if such defect occurred due to any act of the Purchaser/s then Developers shall not be liable to rectify such defects.
- 9) The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose of residence and/or for such other purpose as may have been granted or as may be permissible by law.
- 10) A week after notice in writing is given by the Developers to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said property and the said Building/s namely local taxes, betterment charges or such other charges that shall be levied by the said Rehabilitation Authority and/or Government, water charges, insurances, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and other common amenities etc., and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society/Limited Company is formed and the said property and building/s transferred to it, the Purchaser/s shall pay such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agrees that till the

Purchaser/s share is so determined, the Purchaser/s shall pay provisional monthly contributions of Rs. _____/-(Rupees : _____ only) per month for the premises which shall be used for commercial / residential purposes / for the purpose granted towards the outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until the conveyance is executed in favour of the society or corporate body, a limited company or apex body as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Developers to the Society or the Limited Company as the case may be. The Purchaser/s /undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11) The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come, doth hereby covenant with the Developers as follows.

- a) To maintain the said premises at the Purchaser/s 's own cost in good tenable repair and condition from the date of possession of the said premises taken and shall not do or suffered to be done anything in or to the building/s in which the said premises are situated, and/or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or the building/s in which the said premises are situated and the said premises itself or any part thereof.
- b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of building/s in which the said premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which the said premises are situated, including entrances of the building/s in which the said premises are situated.
- c) Not to change the elevation of the said buildings in any manner whatsoever.
- d) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffered to be done anything in or to the building/s in which the said premises are situated or the said premises which may be against the rules and regulations and bye-laws of the said Rehabilitation Authority or the other public authority. In the event of the Purchaser/s

committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences arising there from.

- e) Not to demolish or cause to be demolished the said premises or any part thereof, or any portion of the said building/s nor at any time make or cause to be made any addition or alternation of whatever nature in or to the said premises or any part thereof, nor any alternation in the elevation and outside colour scheme of the building/s in which the said premises is situated and shall keep the portion, sewers, drains pipes in the said premises 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/s in which the said premises are situated and shall not chisel out or in any other manner cause damage to columns, beams, walls or slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Developers and or the Society or the Limited Company.
 - f) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the building/s in which the said premises situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building/s in which the said premises are situated.
 - h) To bear and pay increase in local taxes, water charges, insurance and such other levy, if any, which are/shall be imposed by the said SRA and/or Government and/or other public authority, on any account whatsoever.
- 12) The Purchaser/s along with other purchasers of flat/s commercial premises in the building/s agrees to join in forming and registering the Society or a Limited Company to be known by name, i.e. BEAUTY LANDMARK CO.-OP. HOUSING SOCIETY, and for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Developers within 7 days of the same being forwarded by the Developers to the Purchaser/s, so as to enable the Developers to register the organization as per the rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or

the Registrar of Companies, as the case may be, or any Competent Authority.

- 13) The Purchaser/s shall observe and perform all the rules and regulations which the society / corporate body or the Limited Company may adopt at its inception and the addition, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the flat/s therein and for the observance and performance of the Building/s Rules, Regulations and bye-laws for the time being in force of the said SRA and/or Government and other Government Bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 14) Till the conveyance of building/s in which the said premises are situate is executed, the Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building/s or any part thereof to view and examine the state and condition thereof.
- 15) The terrace on the building shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Municipal/ SRA authorities for construction of any type of premises on the terrace, then the Developers shall be entitled to construct or to be constructed by them on the terrace together with the terrace to such person or persons or parties at such rate and on such terms and conditions as the Developers at their sole discretion may decide and in that event to allot the entire terrace to the Purchaser/s of such Flat/s constructed on the terrace and the terrace shall then be in the exclusive possession of such purchasers of such Flat/s constructed on the terrace as aforesaid. The Purchaser/s further agrees and undertakes not to object to such construction on the ground of light and ventilation, nuisance, annoyance, inconvenience and/or on any other reason whatsoever. The co-operative society or the limited company or corporate body or the condominium of apartment owners of the purchasers of the premises that may be formed by the Developers of all the purchaser/s of the premises shall accept the purchasers of the premises that may be constructed on the terrace as its members without any objection or conditions. In the building for the benefit and use of the various flat/s then the co-operative society or the limited company or the condominium of apartment owners as the case may be shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and for repairing the tanks at all reasonable time and/or at such time or times as may be mutually agreed to between the Developers and the Purchasers of terrace Flat/s.

- 16)The Developers shall be entitled to sell the premises in the said building for the purpose of using the same as Bank, Dispensaries, Nursing homes, Restaurants, Hotels, Bar & Restaurants, Hospitals, Polyclinics, Maternity homes, Coaching classes, Marriage hall or for any other residential or non-residential purposes as may be permitted by the authorities concerned and the Purchaser/s shall not object to the use of other premises in the said building for aforesaid purposes by the Purchasers thereof.
- 17)Until such time the possession of the said property and the said building/s is delivered to the proposed society and/or organization or corporate body by executing conveyance, the Purchaser/s shall abide by the Rules and Regulations framed or to be framed at any time and from time to time and at all times by the Developers and generally to do all and every reasonable act that the Developers may call upon the Purchaser/s to do and carry out.
- 18)It is agreed that till all the flat/s/shops/office premises/parking spaces, and other premises are sold and/or allotted to the prospective purchasers, the Developers shall be entitled to retain with them the unsold flat/s/shops/office premises/parking spaces, and other premises and no maintenance charges and taxes and other outgoings would become payable by the Developers in respect of the unsold flat/s/shops/office premises/parking spaces, and other premises and neither the Purchaser/s nor the Co. op Housing Society or such other association to be formed of the Purchaser/s shall claim/demand/charge from the Developers any amount towards such maintenances/taxes and other outgoings in respect of the flat/s/open parking spaces, and other premises in respect of the period from the date of occupation certificate till the same are sold to the respective purchasers.
- 19)The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 20)The Purchaser/s doth hereby declare and assure to pay the following amounts besides the purchase price consideration, at the time of execution of these presents:

OTHER CHARGES	1 BHK	1 BHK	2 BHK	1 BHK
Legal Charges				
Development Charges				
MSEB / SLC Charges				
Health Club Charges				
Mahanagar Gas Charge				
Society Formation Charges				

Share Money				
Advance Maintenance (____ Months)				
Total Other Charges				

** Service Charges, VAT, Service Tax, GST ETC. will be extra (TAXES as per the relevant Government rules and regulations applicable will be extra)*

The Purchaser/s hereby agrees that he shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

- 21)The Purchaser/s further undertake/s to pay any additional charges if at all actually incurred by the Developers in respect of abovementioned heads in proportion to the area of the said premises. In addition to above mentioned charges the Purchaser/s is also liable to pay service tax, vat and/or any other taxes as may be applicable or made applicable to the transaction arrived at by this Agreement by and between the Purchaser/s and Developers and the Developers shall always be entitled to recover from the Purchaser/s such taxes and charges in proportion to the area of the said premises.
- 22)Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Developers until the said property and Building/s is transferred to the Society/Limited Company or apex body as hereinbefore mentioned.
- 23)The Purchaser/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Developers in and over the said property and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof and/or in respect of the right of the Developers of developing the said property. The purchaser/s doth hereby undertake not to raise any grievances in respect thereof any time hereafter.
- 24)The Purchaser/s doth hereby declare and admit that the Developers have made full and true disclosure of the nature of their title to the said property and/or have disclosed all the information within their knowledge and as required under section 3 of the said Act and as such, the Purchaser/s has/have no grievances in respect thereof of any nature and/or about the compliance of the provisions of section 3 of the said Act by the Developers.
- 25)Unless and until all the amounts the Purchaser/s is/are liable to pay by and under this agreement and/or otherwise in law, are fully and

completely paid, the Purchaser/s shall not be entitled to transfer/agree to transfer his/her/its/their interest in the said premises and/or the benefits of this agreement to anyone else. Even after full and final payment of all such amounts, the Purchaser/s shall not be entitled to transfer/agree to transfer/assign the said premises and/or his/her/its/their interest in the said premises and/or benefits of this agreement to anyone else unless the written consent of the Developers is obtained. While giving written consent the Developers shall be entitled to demand from the Purchaser/s by way of transfer charges and administrative and other cost, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion. Upon the execution of the said property in favour of apex body, the society/apex body as the case may be shall become entitled as per law to demand such transfer charges.

26) As soon as a minimum number of persons required to form a Co-op. Society or association have taken the flat/s/ commercial premises under registered agreements, the Developers shall initiate steps for the formation of the proposed corporate body / Co.-Op. society and /or association, PROVIDED ALWAYS, the charges for formation of such society as agreed in the agreement are fully paid by such flat/s purchaser/s which the flat/s purchaser agrees to pay and discharge the same.

27) The Developers shall as aforesaid take steps for formation of the corporate body / society for each building. As per the approved plan, Separate Society for each building shall be formed and registered. During the course of development if said approved plan is revised and if any additional buildings are constructed then separate Society even for such additional building/s shall be formed and registered. After completion of the entire development project upon the said property and after completion of all buildings to be constructed on the said property, the developer shall co-operate the said societies to form their apex body as per the relevant provisions of the law. After formation of such apex body and as aforesaid after completion of entire development of the said property by utilizing full FSI thereof (including TDR, etc.) at present available and /or that may become available any time in future AND after sell and transfer of all premises to be situated in all the buildings and after receipt of entire consideration from all such flat/s purchasers, the Developers shall at the cost of all purchasers, caused to be conveyed the said property in favour of such apex body by executing or getting requisite deed of conveyance in favour of such apex body. The stamp duty and registration charges of such deed of conveyance shall be proportionately incurred and paid by the purchaser/s herein along with other purchasers, It is specifically provided that any one building/society of such building shall not be entitled to seek their separate conveyance. Even the apex body shall not be entitled to make demand for execution of conveyance of the said property unless and until as aforesaid entire development of the said property is completed /all premises are sold/all consideration is received by the Developer and all present

and future FSI is fully and totally used and consumed by the Developers to their exclusive benefit.

- 28) The Purchaser/s and/or the persons to whom the said premises are transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Developers may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Developers and all persons acquiring the remaining premises in the said building/s on the said property.
- 29) The Purchaser/s shall at no time demand partition of his /her /its/their interest in the said building/s and/ or the said property, it being agreed and declared by the Purchaser/s that his/her/its/their interest in the said premises is impartible.
- 30) The Developers shall be entitled to assign their rights in and over the said property to any other person/s of their choice at any time. The Developer shall also be entitled to constitute or reconstitute the Developer firm in their sole discretion.
- 31) The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, shall have a first lien and charge on the said premises, agreed to be purchased by the Purchaser/s.
- 32) Any delay or indulgence by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developers nor shall the same in any manner prejudice the rights of the Developers.
- 33) Without prejudice, to the right of the Developers under the said Act and /or any other Act, the Developers shall be entitled to take action against the Purchaser/s if the Purchaser/s does/do not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Developers shall be entitled to terminate this agreement and enter upon the said premises and resume possession of the said premises.
- 34) In addition to the amenities set out in ANNEXURE 'J' and /or additions and/or alterations are demanded or required by the Purchaser/s to be carried out in the said premises during the process of erection of the said building/s, then same shall be provided/done by the Developers however, the Purchaser/s shall be liable to pay an extra cost for the same, which extra cost shall be paid in advance by the Purchaser/s before the work as required above is carried out by the Developers.
- 35) The Developers shall be entitled to sell, transfer and/or agreed to sell /transfer all the other premises, parking areas, open spaces etc.

situated or to be situated in the said building/s and or upon any portion of the said property to anyone else in any manner whatsoever and such Purchasers shall be entitled to use their respective premises/flat/s/units/parking spaces/open space etc. for any purposes as may be permissible under law and the Purchaser/s agrees that the Purchaser/s shall not take any objection of any nature in that regard.

- 36)The Purchaser/s hereby agree that the Developers shall be entitled to amalgamate the said property with the adjoining or neighborhood properties and by such amalgamation, shall be entitled to make use of additional FSI for constructing additional floors on the said building/s and/or shall also be entitled to obtain and acquire T.D.R. of any other properties for construction of additional upper floors on the building/s to be constructed on the said property and for that purpose, further shall be entitled to make required amendment and/or modifications in the said approved plans and shall further be entitled to obtain approval to such amendment/ modification/revision from the said SRA without seeking any separate approval/consent/permission from the Purchaser/s herein;
- 37)In case of acquisition or requisition of the said property and/or any portion thereof, for any reason whatsoever by the said SRA and any other competent authority the Developers alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
- 38)Until the conveyance of the said property in the manner mentioned hereinbefore, the Developers shall be entitled at their discretion to control the management and affairs of the said building/s and the said property and/or to allot the right of management to such person/s of their choice in such manner as may be deem fit and proper by them.
- 39)If any Sales Tax/ Works Contract Tax/ Service Tax / VAT / GST/ Income Tax in respect of this agreement and/or the said premises is payable or any liability on that account arises in future, the same shall be paid and discharged by the Purchaser/s alone and Builders / Developers shall not be liable to contribute anything on that account and the purchaser agreed to contribute the same on his/her/their own.
- 40)The Purchaser/s shall immediately after the execution of this Agreement lodge this agreement for registration with the Sub Registrar of Assurances at Mumbai by paying requisite stamp duty thereon and after lodging the same shall within two days intimate to the Developers in writing together with the Sr.No., under which the same is lodged so as to enable the Developers to admit the execution. If the Purchaser/s fail/s to lodge this agreement for registration by paying requisite stamp duty thereon, the Developers shall not be in any way responsible for the non-registration of the

said agreement and the consequences arising there from. The responsibility of paying the stamp duty and registration charges and other incidental charges payable in respect of this agreement shall be that of the Purchaser/s.

41) All notices, to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Regd. post or Courier at his/her/its/their address specified hereinabove.

42) Under Section 13 of the Real Estate Regulation Act, 2016 the Promoters are required to execute a written Agreement for sale of said flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

43) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

SCHEDULE I

ALL THAT piece and parcel of land bearing City Survey No. 149 adm. 1973.8 sq.mtrs. & City Survey No. 149/1 adm. 24.40 sq.mtrs. (also known as City Survey No. 149, H. No. A & City Survey No. 149, H. no. B), totally admeasuring about 1998.2 sq. mtrs. being lying and situate at village Kanjur, Jangal Mangal Road, Bhandup (W), Taluka Kurla, Dist. Mumbai.

SCHEDULE 'II' **(THE SAID PREMISES)**

Description of the Flat/Office/Shop in the building to be known as
"BEAUTY LANDMARK"

Particulars of premises : Flat/Office/Shop No. _____ admeasuring _____ sq. ft. of carpet area, on _____ floor.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR HANDS AND SEAL THE DAY AND YEAR
FIRST HERE INABOVE MENTIONED.

SIGNED & DELIVERED by the within named
'DEVELOPERS'

M/S. BEAUTY GANRAJ CONSTRUCTION LLP
Through its partner

SHRI *Satish Garg*

In the presence of

1.

2.

SIGNED & DELIVERED by the within named
PURCHASER/S

In the presence of

1.

2.

R E C E I P T

RECEIVED WITH THANKS of and from the within named the Purchaser/s a sum of Rs. _____(Rupees: _____only) vide account Payee cheque bearing no. _____, dated _____ Drawn on _____ bank, drawn in favour of “ _____”, being part consideration as mentioned in clause 1 (a) above of the agreement.

WE SAY RECEIVED

RS. _____

M/S. BEAUTY GANRAJ CONSTRUCTION LLP

(DEVELOPERS)