

AGREEMENT FOR SALE

This Agreement made at Mumbai.

On this _____ day of _____ 2017-18.

BETWEEN

M/s HARSH ENTERPRISES, a Proprietorship by the hand of Sole Proprietor SHRI .PADMAKAR P. GOKARNA, age 48 years, having its office L-98, Dreams mall, L.B.S.road, Bhandup (west), Mumbai - 400 078, Mumbai, hereinafter called and referred to as the Developers (which expression unless be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the party of The First Part.

AND

Mr/Mrs. _____ age _____ years, Mr. /Mrs. _____ age _____ years, Occupation _____ residing at _____ Here inafr called and referred to as THE PURCHASER/s (which expression shall unless it be repugnant to

the context or meaning thereof mean and include all of his/her/their heirs, executors and administrators and assigns) being the Party of the Second Part.

All that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai – 400 042, together with old structure standing thereon and known as “Rukhmini Niwas” and “Anusaya Niwas”, within the limits of “S” Ward, Municipal Corporation of Greater Mumbai. The above property along with the Structure standing thereon belonging to M/S BHAVANI CONSTRUCTION CO. through its Proprietor MR. VILAS RAMBHAU CHAUDHARI.

AND WHEREAS M/s. HARSH ENTERPRISES a Proprietorship through its proprietor MR. PADMAKAR P. GOKARNA is entitled to develop the above said Plot by and under Development Agreement dated 28TH August, 2012 registered at the Office of the Sub-register of Assurance at Kurla -1 under serial No. BDR-3/8426/2012 dt. 28-08-2012 made and executed between M/S BHAVANI CONSTRUCTION CO. through its Proprietor MR. VILAS RAMBHAU CHAUDHARI as the Land owner and “**M/s. HARSH ENTERPRISES**” a Proprietorship through its Proprietor SHRI PADMAKAR P. GOKARNA, as the Developer therein, the said Owners granted the development rights and power of Attorney of all that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai – 400 042, together with old structure standing thereon and known as “Rukhmini Niwas” and “Anusaya Niwas”, within the limits of “S” Ward, Municipal Corporation of Greater Mumbai and the Land Owners granted General Power of Attorney which is lodged and registered on 28-08-2012 under Serial No. BDR-3/8427/2012 at the office of the Sub Registrar Kurla – I, MSD.

AND WHEREAS hereinafter referred to as the property and M.C.G.M. has already sanctioned the building plans (I.O.D.) on the said property under no. CE-990/BPES/AS dated 22nd August 2013 and commencement certificate issued under no-CE/990/BPES/AS DATED-05TH OCTOBER 2013.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove, the Developers have commenced the construction work of the proposed building on said property.

AND WHEREAS the developers have appointed registered with the Council of Architects and the Developer have appointed a structural engineer for preparation of the structural engineers for preparation of the structural design & drawing of the

building and the Developer accepts the professional supervision of the Architect and the Structural engineers till the completion of the building.

AND WHEREAS the Developer proposes to construct on the said property new multistoried buildings as per the sanctioned plans and permissions by M.C.G.M.

AND WHEREAS the Prospective Purchaser has demanded from the Developers and Developers have given the inspection of all the documents of title relating to the said property to the Purchaser and the plans, designs, specifications prepared by the Developers Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by the advocates and solicitors of the Developer to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto.

AND WHEREAS the Developers have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plan").

AND WHEREAS by virtue of the "**Deed of Confirmation**" **Registration No: 805/2015. Dated 23nd January 2015** before sub-registrar Kurla -4 executed by and between MR. PADMAKAR P. GOKARNA, of M/s HARSH ENTERPRISES and MR. VILAS RAMBAU CHAUDHARI proprietor of M/S. BHAVANI CONSTRUCTIONS CO., the parties there in has agreed to allot to the said Owner (I.e. MR. VILAS RAMBAU CHAUDHARI proprietor of M/S. BHAVANI CONSTRUCTIONS) salable area comprising of Flats & Commercials simultaneously MR. PADMAKAR P. GOKARNA, of M/s HARSH ENTERPRISES is also entitled towards his share of the salable area comprising of Flats & Commercials the list of such of division and allotment is been annexed herewith the part of the First Part out of the said agreement as per the terms and conditions contained therein, (hereinafter for the sake of brevity referred to as "the said "**Deed of Confirmation**") herewith this agreement the index-II of "Deed of Confirmation" attsched.

AND WHEREAS the purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions of the order under the Urban Land (Ceiling and Regulation) Act, 1976 and Developers have brought to the knowledge of

the purchaser herein and the Purchaser is aware that the Developer during the course of completion of the entire scheme will acquire additional FSI/TDR as per the rules & regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Developer may deem fit and proper and the Purchaser has accorded his/her express and irrevocable for the same.

AND WHEREAS the Developers have clearly brought to the notice that the Developer or their nominees has acquired /intended to acquire the adjacent properties and other abutting and appurtenant lands thereto, and the common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on those properties and the purchasers herein along with the other purchasers will not raise any objection hindrance and/or obstruction for such use of the above facilities by the other intending purchaser and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding on them.

AND WHEREAS the Developers have provided to the Purchaser the copy of the sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his/her express and irrevocable for the same.

AND WHEREAS the purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Developers have given the clear inspection of the sanctioned plans to the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Developers on the said property described in the schedule hereunder.

AND WHEREAS the Developers have also clearly brought to the notice of the Purchaser during the course of development construction they will shift and / or convert the amenity area of the said entire project or will further use and utilize the benefit of the community area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and the purchaser shall not raise any objection for the same and will not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof

and thus have granted their express and irrevocable consent to the Developers for making any changes, modifications and revisions in the said entire property and/or sanction of plans for the further expansion of buildings and commencement and completion of construction work of the same without taking any consent of the purchaser herein.

AND WHEREAS the purchaser has agreed to pay the sale price/consideration in respect of the flat/premises in accordance with the progress of the construction work of the said scheme mentioned hereinafter.

AND WHEREAS the Developers have brought to the notice of the purchaser that the sale price/consideration mentioned hereinafter does not include service tax, value added tax (VAT) or any other taxes and he/she/they is/are liable to pay the same as and when imposed by the any government authorities and demanded by the Developers.

AND WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself/herself has expressed his/her express and irrevocable consent for the same and agreed to acquire the flat premises in the said scheme of construction.

AND WHEREAS relaying upon the said aforesaid representations, the Developers agreed to sell the Purchaser a flat unit at the price and on the terms and conditions herein after appearing.

NOW AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developers shall construct the buildings on all that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai – 400 042, together with old structure standing thereon and known as “Rukhmini Niwas” and “Anusaya Niwas”, within the limits of “S” Ward, Municipal Corporation of Greater Mumbai.
2. THE PURCHASER hereby agreed to purchase from THE DEVELOPERS and THE DEVELOPERS hereby agree to sell to THE PURCHASER comm on the _____ floor in _____ wing bearing Flat No. _____ of Carpet area admeasuring _____ Sq. mt (which is inclusive of the area of balconies) of the newly constructed structure standing thereon known as “**BHAVANI PLAZA**” situated at Datar Colony, Bhandup (East), Mumbai – 400 042 and as shown on the floor plan thereof hereto annexed hereinafter shown on the floor plan thereof hereto annexed hereinafter referred to as “the said premises” for the price/consideration of Rs. _____ (Rs. _____ Only.) Including proportionate price of common

areas and facilities appurtenant to the premises. The nature, extent and description of the common / limited common areas and facilities are more particularly described in the Second Schedule hereunder written. The Purchaser hereby agrees to pay to the Developers the said consideration of Rs. _____ (Rs. _____ Only) after the execution of this agreement in the following manner.

- i. 20% Execution of this Agreement Rs. _____/- (Rs. _____ only)
- ii. 15% on completion of plinth level Rs. _____/- (Rupees _____ Only).
- iii. 40% on casting of R.C.C. slab (In equal installments depending on number of slabs) Rs. _____ (Rupees _____ Only)
- iv. 10% on completion of brick Masonry. Rs. _____/- (Rupees _____ Only)
- v. 10 % on completion of Plaster (internal & external) Rs. _____/- (Rupees _____ Only)
- vi. 3% on completion of Tiling & Flooring. Rs. _____/- (Rupees _____ Only)
- vii. 2% at the time of possession. Rs. _____ /- (Rupees _____ Only)

THE Purchaser agrees and assures to pay the following amounts on demand and / or prior to taking the possession of the said flat viz.

Rs. 10,000/- towards legal charges.

Rs. 360/- towards entrance fees and share money.

Rs. 5,000/- towards formation of Society

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Builder/Developer sending a notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting at address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the builders Or Whenever it is demanded by Developers.

3. The Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. The new constructed building will be known as "Bhavani plaza" having Ground , part stilt + 7 upper floor which contained ground floor for commercial use (i.e.bank,etc.) and first floor commercial premises can be used for Nursing home, Hospital, clinic, classes etc.) , and vehicle parking for commercial premises owners will be keep in back side of building and separate staircase will be provided to first floor commercial premises and through this agreement residential flat owners /purchasers has declared and aware about the commercial part of said building and further residential flat owners /purchasers will be not raise any kind of objection on any matters of commercial part of said building in any manners.

5. The Developers hereby declare that they have utilized the floor space index as mentioned in the approved plan and the Developers has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Developers have acquired and further intends to acquire the transfer of development right to be used, availed and consumed on the said property and thereby construct additional floors, flat, units and the purchaser herein has granted his/her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in capacity as the member of the co-operative society or any corporate body as the case may be will not raise any objection/hindrance and will render sincere co-operation for the Developers to consume and avail the T.D.R. and compete the additional construction as per the plans and permission s granted by the Municipal Corporation.
6. The Developers hereby agree that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favor of a corporate body to be formed by the purchaser of the Flats/ other unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Developers have absolute, clear and marketable title on the execution of a conveyance of the said property by the Developers in favor of the said society.
7. THE Purchaser agrees to pay to Developers interest @ 24 % per annum on all the amounts which becomes due and payable by the Purchaser to the Developers under the terms and conditions of this agreement from the date the said amount is payable by the purchaser to the Developers whenever it is demanded.
8. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to Developer the Developers under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the purchaser committing breach of any of the terms and conditions herein contained the Developers shall be entitled to their option terminate this agreement and to forfeit the moneys paid by the purchaser under this agreement.
9. THE promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.
10. THE fixtures, fittings and amenities to be provided by the Builders/Developers in the Premises and the said building are those which are discussed earlier at the time of booking of the flat/premises and as mentioned in the list attached.
11. THE Developers shall give possession of the said premises to the Purchaser or his/her nominee or nominees. If the Builders/ Developers fails or neglect to give possession of the premises to the Purchaser or his/her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said act then

the Builder/Developers shall forthwith refund to the purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Builder/Developers received the sum till the date entire amount and interest thereon is refunded by the Builder/Developers to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

12. THE Developer shall be entitled to reasonable extension of time for giving delivery of the said flat/shop/other unit on the aforesaid date, if the completion of building in which the said flat/other unit is situated is delayed on account of :-

- i) Non-availability of steel, cement other building materials, water or electric supply.
- ii) War, Civil Commotion or Act of God
- iii) Any Notice order, rule, and notification of the government and/or other public or competent authorities.

13. THE Purchaser shall take possession of the said premises within 7 days of the Developers giving written notice to the Purchaser intimating that the said premises are ready for use and occupation. It is responsibility of the purchaser herein to intimate Developers within 1 month from the date of possession in writing if any work is pending in the flat/shop/premises purchase by the purchaser.

14. THE purchaser shall on receipt of possession use the premises or permit the same to be used only for the purpose of residence and/or for such other purpose as may be authorized by the Builders/Developers in writing and as may be permissible in law and/or the local authority and or any other concerned authorities in that behalf and which is not likely to causes nuisance or annoyance to the other occupiers of the said buildings and / or owners and occupiers of the neighboring property or properties.

15. THE purchaser along with the other Purchasers of the flat/premises/other units in the building shall become the members of proposed society.

16. A COMMENCING a week after notice in writing is given by the Developers to the Purchasers that the said premises are ready for use and occupation. The purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as tax on open land for the period from the date of building commencement certificate till the date of occupation certificate, the purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or such other water charges, common lights, repairs and salaries of clerks, bills of collectors, watchmen, sweeper, Municipal taxes, Lift maintenance bills and all other expenses necessary and incidental to the management and maintenance of the said land and building is transferred to it, the purchaser shall pay to the Developers such proportionate share of outgoings as may be determined by the determined by the Developers. The purchaser further agrees that

till the purchaser's share is so determined by the Developers shall pay to the Developers' provisional monthly contribution of Rs. 8 per sq. ft. towards the outgoings from the date of notice as aforesaid. The amount is paid by the Purchaser to the Developer shall not carry any interest and shall remain with the Developers for the expenses incurred in various account. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly in advance for first 6 months from the date of taking the possession or intimation by the Developer to the purchaser that his premises is ready for use and occupation whichever is earlier and shall not withhold the same for any reasons whatsoever.

17. THE purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges, M.S.E.D.C.L. charges payable if any, by the said society on the conveyance or any documents or instrument of transfer in respect of the said premises to be executed in favor of the society.

18. THE Developers hereby declare that the said property is not subject to any mortgage, charges, lien or any other encumbrances whatsoever.

19. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.

20. THE purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage to construction or structure of the building or any rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building including the entrance of the breach of this clause.

21. THE Purchaser shall at their costs carry all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Developers and shall not do or suffer to be done anything in or to the building in which may against the rules, regulation and by laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

22. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alternations of whatsoever nature to the said premises

an appurtenances there to in good tenantable repairs and condition of and in particular so as to support shelter and Protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Builders/Developers and/or society.

23. The Developers may make alternations in structure of the said premises as described in the said plans or any other alternations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the/ Purchaser shall not object for such alternations or additions, provided that such alternations/additions/ should not affect the flat /premises agreed to be purchased by the purchaser.
24. THE purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
25. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
26. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water, electricity or any other services connection to the said building, such deposit shall be payable by the purchaser along with other purchasers of the said building. The purchaser agrees to pay to the Builders/Developers within seven days of demand the purchaser's share of such amount of deposit. The purchaser also agrees to contribute proportionate expenses for transformer etc. if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.
27. THE development and/or betterment N.A. Taxes, open land or other taxes levied by the concerned local authority, government and/or any other public authority in respect of the said property and/ or building, shall be borne and paid by the Purchaser along with all purchasers of flats in the building in proportion to the floor area of their respective premises.
28. THE Purchaser and/ or Developer shall from time to time sign all applications, papers & documents and do all such acts, deeds and things as the Developers and/or the society may require for safe-guarding the interest of the Developers and/or the purchasers of the said premises in the said building.
29. NOTHING contained in this agreement is intended to nor shall the same be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her all open spaces, parking spaces, stilts, lobbies, staircases, terraces,

recreation space etc. will remain the property of the Developer until the said land the said building is transferred to the co-operative society as herein before mentioned.

30. THE Purchaser shall not let, sub-let, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Developers under this agreement are fully paid up and only if the purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until priors permission in writing in obtained from the Developers.
31. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alternation or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flat/shop there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies.
32. ANY delay tolerated or indulgence shown by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms & conditions of this agreement by the purchaser nor shall the same any manner prejudice the rights of the Builder/Developers
33. ALL notice to be served on the purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the registered A.D. post or under certificate of posting to the purchaser at his/her/their address as specified hereinabove.
34. THE Purchaser shall permit the Developers and his/her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
35. IT is also understood and agreed by and between the parties hereto that the space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and or the society.
36. The Developers shall be entitled to transfer, assign, dispose of and /or sell in any manner he/she deem proper of the said terrace, stilt, garage etc. to anybody. The purchaser along with the other purchasers will not raise any

objection of whatsoever nature. The stilt and open spaces shall always be the property of the Developers and the Developers shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to transfer the same to any prospective purchaser.

37. The Developers shall inform the member of the society in respect of its rights and benefits concerned above. If Developers transfer, assign and disposes of such rights and benefits at any time to anybody the assignee/ transferee shall become the member of the society and / or the Apartment owner's association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such as signee or transferee as the member/s of society.

38. The purchaser agrees that he along with the other purchasers of the flats will not charge anything from the Developers or its nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound terrace, compound walls, display of advertisement of hoardings etc. for the purpose mentioned hereinabove.

39. THE purchaser shall not claim any deduction in the cost of his/ her flat on account of deletion of any item of construction as per his/her requirement, of the purchaser in his/her flat.

40. IF additional amenities are required by the Purchaser, then in that event the purchaser agrees to pay in advance the cost of such additional amenities as per estimate prepared by the Developers or the Architect of the Developers and his decision shall be final and binding.

41. It is agreed and understood by and between the parties the Developers have right and authority to mortgage the flats, units, garage, stilt and buildings to be constructed on the said property with the banks or any financial institution for the purpose of raising the finance for carrying out the effectual development activity on the said property and for the said purpose negotiate with financial institution, banks etc aid to execute, sign and deliver, lodge and register the deed of mortgage, deed of further charge, to execute the Memorandum matters and things as the developers may deem fit and proper at their own risk, costs and, expenses without prejudice to rights of the purchasers from any action, suit, claim, demand if any raised by any person claiming through or under them.

42. THE Developers shall have the right to make additions and alternations and raise or put up additional structure, as may be permitted by concerned authorities on the terrace or the said land and grant right of way from the said land for development of any other property. If portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Developer shall be entitled to receive all the benefits in respect of thereof and compensatory FSI or all other benefits which may be permitted

in lieu thereof. The Developers have right to display advertisement hoarding and other neon assign and advertisement materials installment of antennas etc. on or other the terrace, parapet wall of the building with the right to grant permission to any person/firm of that choice and purchaser herein along with the other purchaser will not raise any for the same.

43. IT is also agreed and understood that the Developers will only pay the municipal tax for the unsold flat / units and will not pay any maintenance charges like water, light etc. and the Developer can sell the said flat/shop to prospective buyers shall become the member of the society and there will be not required to pay any necessary transfer charges, premium or any other charges as demanded by the Society.

44. THAT the purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the purchaser that the interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building is impartibly and it is further agreed that the Developers shall not be liable to execute a transfer deed in favor of the purchaser unless the Developers decided to submit the entire building to the provisions of Maharashtra Apartment Ownership Act, 1970.

45. Notwithstanding any other provisions of this agreement Developers shall be entitled at his sole and absolute discretion :

- a) To form a society or limited company or condominium of apartment or any other body or bodies of purchasers to be formed and constituted.
- b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may transferred and / or conveyed/ assigned / leased.
- c) To provide for and incorporate convert and restriction and obligations with regards to the provision of maintaining the infrastructure and common amenities including garden and roads , if any.
- d) To decide from time to time to what extent the building /s along with land apartment to is transferred to the respective body formed.
- e) To decide from time to time when and what sort of document of transfer should be executed.
- f) To grant of register access / way and/ or other easement rights to the adjacent building, plots of the said entire property.

46. IT is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The purchaser/occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever as permissible by law. However, the purchaser/occupant shall not enclose or cover the

said terrace/garden without the written permission of Developers. The Developers and the society of such formed, as the case may be and Municipal Corporation and other concern authorities.

47. It is specifically declared that if the Developers provides the facility of bore well then the Developers shall have full right and absolute authority to grant the water connection/supply to any adjoining buildings/ societies and the purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Developers for construction of other buildings in adjoining properties.
48. THE purchaser is aware that the builders / Developers shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of property for and on behalf of the purchasers of the flats and it shall be paramount responsibility and obligation of the purchaser to pay all the outgoings regularly. In the events of default being committed by the purchaser herein or any of purchaser of any other units and in such event the Developers shall not be person and in the event of any essential supply being disconnected, it shall be responsible of the purchaser together in respect of the flats in respect of which possession has been given by the Developers.
49. If the purchaser neglects, omits or fails in any manner whatsoever to pay to the Developers any of the amount due and payable by the purchaser under the terms and conditions of the agreement within the time herein specified or if the purchaser shall in any other stipulations or his part thereto contained or referred to the Developers shall be entitled or re-enter and resume possession of the said flat/shop/other unit etc., and any of everything whatsoever there in contained and this agreement shall cease and shall terminated and the earnest money and other amounts already paid by the purchaser to the Developers shall be refunded to the purchaser in respect of the said premises and purchaser shall have no claim in or upon the said premises and the purchaser hereby agree to forfeit all his rights, title and interest in the said premises and such event the purchaser shall be liable to be immediately ejected as tress- passer but the right given by this clause to the Developer shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Developers against the purchaser.
50. IN the event of the society or corporate body being registered before the sale and disposal by the Developers of all the Flats in the said building, the power and authority of the society or the corporate body so formed or of the purchaser herein and other purchaser of the flat shall be subject to the overall powers of the Developers in any matter concerning the building construction and completion thereof and the builders shall have absolute authority control as regards the unsold flats, the balance floor space and its disposal thereof.

51. THE Developer shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, car parking, stilt and for other non-residential purpose and the purchaser herein along with other purchasers shall not raise any objection for such non-residential use of the premises sold by Developers to intending purchaser.
52. THE purchaser herein has desired to avail the space amenities over and above the general amenities as mentioned the annexure hereto and the purchaser has agreed to pay the extra consideration as mention supplemental agreement for providing amenities. It is understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.
53. THE purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date this agreement and shall intimate the Developers within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox Copy execution of the same.
54. THE stilt, basement and garage as well as the open parking spaces if any, shall always be the property of the Developers and prompters have full right and authority to enclose the said stilt area of the building and further right to transfer the same to any prospective purchaser and purchaser herein along with other purchasers has only the rights respect of the flat agreed to be purchaser by him or her.
55. THE Developers shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.
56. It is brought to the notice of the purchaser that the electric meters of all the flats/shops/office/premises as well as the water meters will be in the name of the Developers herein and the purchasers and society shall get same transferred in their favor and the Developers herein will grant the no objection as and when required.
57. The Developer have explained to the purchaser that if difficulty arises in registration of societies due to more than one building in the said complex then common organization or apex/federal society will be formed by the Developers whichever may be feasible and suitable in the circumstances.
58. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street/terrace light etc. shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the purchaser of the premises in the said complex difference common organization will have unrestricted right of way in common space, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.
59. The Developer has given the clear inspection of the sanctioned plans to the purchaser which also include the future expansion building as well construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the purchaser and the purchaser is fully aware and having the knowledge

that the scheme of construction undertaken by the Developers on the amalgamated property described in the schedule hereunder written consists of several buildings and common facilities and amenities to the said entire housing project and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the number of the buildings, recreational facilities and amenity area and the purchaser herein along with the other purchaser will not raise any objection, hindrance or obstruction at the formation of society / condominium of apartments its conveyance, demarcation, grant of right of way easementary right and other benefit attached to the said difference portion of the land as described herein above.

60. The Developer has also clearly brought to the notice of the purchaser during the course of development/ construction they may shift the amenity area of the said entire project or will further use and utilize the benefit of the amenity area as may be sanctioned by municipal authorities and the purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Developer for making any charges, modification and revisions in the said entire amalgamated property and sanction of plans for the further expansion building an commencement and completion of construction work of the same without taking any consent of the purchaser herein and the purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself/herself has expressed his/her express and irrevocable in the said scheme of construction.
61. It is agreed that if before the execution of the conveyance in favor of proposed society any further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Developers would be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person for such consideration as the Developer will in his absolute discretion deem fit and proper. The Developer will in those events be entitled to connect the electric meter, sanitary and drainage connection provided however that all cost of construction of such additional floors being constructed as aforesaid the aforesaid, the water tank shall be shifted to the top of such structure at the cost of Developers. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, shall be entitled to construct the same and to the additional tenements. The purchaser herein and the members of the society shall admit such new intending purchaser at its members.
62. In the event of any portion of the said property being required for putting up an electric sub-station, the Developers shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Developers shall think fit.

63. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
64. After the possession of the premises is handed over to the purchaser if any additions or alteration in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the purchaser in co-operation with the purchaser of the other premises in the said building at his own costs and the Developers shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
65. The purchaser/s hereby declare and confirm he/she have entered into this agreement, after reading having understood the contents of all the aforesaid deeds, documents, writings and papers and all disclosures made by the Developers to the purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the municipality and all other concerned government bodies and authorities and also subject to the Developer's right to make the necessary amendments, variations, modifications and changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.
66. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, approvals, NOCs etc. have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc. whether refundable or not.
67. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Developers herein shall remain and operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation/possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the organization and the deed of conveyance/ assignment lease any other transfer document is executed.
68. The Developers shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property and/or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the purchaser/s under this agreement.
69. It is expressly agreed that the Developers shall be entitled to put a hoarding and/or cable network station mobile phone set up or station on the said property and the said

hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Developers and for the purpose Developers is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may

be and the Purchaser agree not to object or dispute the same. Necessary convenants, reservation in respect thereto shall be incorporated shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station at any time hereafter. The purchaser shall not be entitled to any abatement in the price of the said premises Developer, his agents, servants etc. to enter into the said property including the terrace and other open space in the maintaining and /or removing the advertisement and/or hoardings, neon lights or such installation etc. The Developer shall be entitled to transfer or assign such right to any person whom they deem fit and limited company shall not raise any objection thereto.

70. THE Developers shall not be responsible for the consequence arising out of change in law or change in municipal and other laws, rules, regulation.
71. PROVIDED and ALWAYS that if any dispute, difference or question at time hereafter arises between the parties hereto or their respective representative or between purchasers of the other premises in the said building, and the Developers of the construction of these presents of concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties here under the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Developers. The Arbitrators so appointed shall appoint before entering upon the reference, appoint chairman. The provision of Arbitration and conciliation act, 1996 shall apply to such reference.
72. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act1963, (Maharashtra Act No. XV of 1997) and Rule made there under and any other provisions of Applicable thereto.

THE FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup

(East), Mumbai – 400 042, together with old structure standing thereon and known as “Rukhmini Niwas” and “Anusaya Niwas”, within the limits of “S” Ward, Municipal Corporation of Greater Mumbai

ON TOWARDS EAST : By CTS NO-739
ON TOWARDS WEST : By EXISTING 9.15 MT. WIDE ROAD
ON TOWARDS SOUTH : By CTS NO- 755 & 756
ON OR TOWARDS NORTH : By EXISTING 9.15 MT. WIDE ROAD

THE SECOND SCHEDE OF THE PROPERTY

All that piece and parcel of Flat No _____ in wing _____ on the _____ Floor , admeasuring Carpet _____ Sq.Mt , situate and lying in the building known **“BHAVANI PLAZA”** situated at Datar Colony, Bhandup (East), Mumbai – 400 042, lying and being at C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban District and falling within the limits of “S” ward of Brihanmumbai Mahanagar Palika.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUSCRIBED THEIR RESPECTIVE HANDS SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY }
The within named “DEVELOPER/DEVELOPER” }
M/s. HARSH ENTERPRISES a Proprietorship }
Firm by the hand of Proprietor }
MR.PADMAKAR P.GOKARNA }

In the presence }

SIGNED, SEALED AND DELIVERED BY }
The within named “FLAT PURCHASER” }

In the presence }

_____ }
}

RECEIPT

RECEIVED of and from the within named PURCHASER/S a sum of
RS. _____ /-(**RS.** _____)

ONLY) being the Earnest
Money/Full and Final Payment against sell of **Flat** mentioned in Agreement for Sale by
Following manner :

SR NO	RUPESS	CHEQUE NO	DATED	DRAWN ON

I SAY RECEIVED

Rs. _____

FOR HARSH ENTERPRISES

Proprietor

WITNESSES:

1.

2.

ANNEXURE "A" (GENERAL SPECIFICATIONS)

1. The building shall be RCC structured with a AAC cement light weight blocks in cement mortar for panel and partition walls, slabs of roof in the building.
2. Walls will be finished with cement with POP.
3. Externally all walls and RCC structure will be finished with sand faced cement plaster or rough coat plaster.
4. All rooms will be provided with best standard/branded vitrified tiles (2' x 2') flooring as well as same coloured skirting.
5. Firefighting system should be provided as per requirements and rules of M.C.G.M.
6. Passenger lift of reputed branded make will be provided.
7. Staircase steps will be provided with polished green Kota.
8. Flooring stairs will have RCC as well as Handrail.
9. All internal walls will be finished with oil bound luster, ceiling with white wash and all external walls as well as concrete surface with cement plaster with water proof point.
10. Plumbing will be with concealed $\frac{1}{2}$ " branded G.I/u.p.v.c. pipe
11. Overhead water storage tank sufficient permissible capacity with partitioned walls.
12. Adequate number of water taps will be provided in bathroom / Toilet /kitchen. Geyser point along with mixer unit bathroom.
13. Half turn cock will be provided in TOILLET/WC/BATHROOM.
14. Paving block of good quality and durability will be provided in parking area.
15. Cooking platform with granite stone & stainless steel sink and glazed tiles dado up to the beam bottom level in face of kitchen will be provided in the kitchen.
16. Antiskid tiles will be provided in each toilet /bathroom or polished flooring contrast glazed tiles dado up to the loftier level will be provided in the bathroom/Toilet.
17. The building will have compound wall of 5' height above ground level.

18. The building will be providing decorative entrance main lobby and staircase (decorative appearance)

ANNEXURE "A" (ELECTRICAL)

1. The building will provide copper metal electrical branded concealed wiring with ISI mark in each of the flat of appropriate sections.
2. The building will be provided branded electrical system and plug with provision of main switch unit near the common electricity board.
3. The building will be provided enclosed Cabin for electric meters.
4. The building will lay electrical cable connecting M.S.E.B. D.P BOX via Main road to the building meter box.
5. To provided sufficient lighting system around the building & street light.
6. To provided light point at each landing of the staircase.
7. To provided appropriate facility for internal telephone as well as T.V. Cable/Internet. In laving / hall only.
8. The building will provide branded electrical installation with ISI mark as per detail given below:
 - a) Living Room-02 light point + 01 Fan points + 01 Call bell + 01 TV Point + Telephone point + 02 Plug Points
 - b) Bed Room (each) -02 Light Points + 01 Fan Points + 02 Plug Points + 01 Power Point (FOR A.C)
 - c) Kitchen - 02 Light Points + 01 Fan Points + 02 power point + 01 mixer point + 01 Exhaust fan point.
 - d) Bath room / Toilet -01 Light Points + 01 power point (for geyser) + 01 Plug Points + 01 power point (for washing machine).
 - e) Common Passage - 01 light point.
 - f) Wash basin - 01 light point.

ANNEXURE "A" (AMENITIES)

1. The building will provide collapsible shutter at ground floor at main entrance of the building.
2. The building will provide decorative main flush doors with main doorbell handle, peep hole and night latch in each flat.
3. The building will provide ionized aluminum strong sliding window with frame along with glasses in each flat with marble under frame to avoid tightening.
4. The building will provide M.S. strong main gate at entrance of building plot.