



WARD NO. 22/72, VILLAGE – TISGAON.
 AREA OF FLAT 766 SQ.FT (Carpet Area)
 MARKET VALUE-/- ACTUAL VALUE – 1,24,20,000/-
 RATEPAGE.....

AGREEMENT FOR SALE

Articles of Agreement made and entered in to at Kalyan on this 02nd day of August 2023.

M/s. Gauri Vinayak Builders & Developer Pvt. Ltd. Through its Director Shri. Devanand Anant Gaikwad carrying on business as Builders and Developers having its office at Gauri vinayak Builders and Developers Pvt. Ltd., Sunita Colony, Gawali Nagar, Poona Link Road, Tisgaon, Kalyan (East), Pin - 421306. Hereinafter called the Promoters/ Developers (which expression shall unless it be repugnant to the context or the meaning the are of shall mean and include the Partner / Director or partners / Director for the time being of the said firm and the last survivor of them and their respective heirs, executors, administrators and assignees of the ONE PART,

AND

- 1. Bipin Monjibhai Bhanushali Age 50 Years, Occ - Service.**
Address – 180/1439, Motilal Nagar No.01, near Siddharth Hospital, Goregaon (West).
here in after called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Flat Purchaser demanded from the Developers/ Promoters and the Developers/Promoter's have given to the Purchaser for inspection of all the documents of title relating to the said land, the Development Agreement, Power of Attorney, Building plan, Design and specifications prepared by the Developers/Promoter's is Architect and such other documents as specified under the Maharashtra Ownership Flats (regulation Of Promotion of construction Sale Management and transfer) Act, 1956 (hereinafter referred to as the said Act, and the rules made there under).

AND WHEREAS Shri. Devanand Anant Gaikwad are the original owners of N.A Land property bearing **S.No. 5 Hissa No. 2 totally admeasuring 3960 Sq. mtrs** situated lying and being at **Village Tisgaon, Tal- Kalyan, Dist- Thane.** more specifically and particularly described in the **SCHEDULE TOGETHER WITH DESCRIPTION OF THE PREMISES HEREBY SOLD TO THE PURCHASER,** herein under.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoter to the said property and copies of 7x12, City survey Property card extract and the floor plan approved by the authority have been annexed hereto and marked as Annexure.

AND WHEREAS THE BUILDERS/PROMOTERS got approval from the concerned local authority the Plan, specifications, elevation and details of the said building (hereinafter referred to as " The Said Plans")

AND WHEREAS while sanctioning the said plans, the concerned local authority has laid down certain terms, conditions. Stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the said property and the said building upon due observance and performance of while only the completion and /or Occupation Certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Purchaser/ Buyer after satisfying/ himself/ herself agree/ s to purchase the **Flat No. 1204 on 12th Floor Wing "A" in the building known as ' Eknath Enclave ' Building No.1 at or for the total price of Rs. 1,24,20,000/- (Rupees One Crore Twenty Four Lakh Twenty Thousand only)** being the full payment of the sale price of the Flat/Flat/garage agreed

to be sold by the Developers/Promoters to the Purchaser and **Rs. 0/- (Rupees 0 only)** shall be paid by cash / Cheques as advance payment or deposit (the payment and receipt whereof the Developers/Promoters do and each of them both hereby admit and acknowledge and Purchaser have agreed to pay the Developer/ Promoters the balance of the sale price excluding all charges and amount required for the Hsg. Society in the manner hereinafter contained. Under Section 4 of the said Act. The Developers/ Promoters are required to execute in writing/ agreement for sale of the said Flat / Flat /garage with purchasers which the Developers/Promoters agree to execute this agreement upon the terms and conditions hereinafter appearing.

AND WHEREAS the Developers/Promoters have decided to commence the construction of the proposed building on said plot of land consisting of residential Flats/ Flats/ Office/garage with a view to sell the same on ownership basis.

AND WHEREAS hereby agreed to registered Agreement for sale the first party to second party the said Flat, hence first party have each and every right to sell his Flat as given by the said second party and as per said agreement second party have all right to use, occupy and absolute owner of the said Flat.

AND WHEREAS by virtue of Agreement, Power of Attorney and other documents executed by Original hand have Owners of the aware said law in favour of the Developers/Promoter alone the residential Flats/ Flats/ Office/ garage etc. to be constructed by Developers Promoters on the said plot of land and so enter into Agreement with prospective Purchaser of the said residential Flats/ Flats/ garage etc.

AND WHEREAS this Agreement for sale is for the sale of premises mentioned herein has been entered hereby subject to the terms and conditions of the documents, mentioned in this Agreement and subject to the terms and conditions imposed or as may be imposed by the Kalyan Dombivali Municipal Corporation and/ or modifications may be agreed upon by the Developers/ Promoters, Original Owner and Kalyan Dombivli Municipal Corporation, or other public authorities from time to time .

AND WHEREAS the Purchaser has agreed to acquire and purchase the Flats/Flats garages as per the particulars set out hereinafter in the building to be constructed said on the property, more particularly described in the Schedule at or for the price and upon the terms and conditions set of hereunder'

AND WHEREAS the Purchaser hereby declare/ s that, before execution of this Agreement, the Developers/ Promoters have made full and complete disclosure and Purchases has/ have taken full and free inspection of particulars of all disclosures of the following.

- a) Nature of Developers/ Promoters title to the said property and encumbrances if any thereto along with all relevant documents.
- b) All plan and specifications duly approved and sanctioned by the Kalyan Dombivli Municipal Corporation for construction of the said building or buildings upon the said property
- c) Nature and particulars of fixtures and fittings and amenities provided or to be provided in the building/s to be constructed on the said property.
- d) All particulars of design and material to be used in construction of the building son the said property.
- e) The nature of organization of person to be constituted and to which the title is to be passed being either a co-operative society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960, or a Private Limited company to be governed by the provocation of the Companies act, 1956 and/ or by the provision owners Association to be governed by the Maharashtra Apartment Ownership Act, 1970. The various amounts that are to be paid inter alia towards the ground rent, revenue assessment municipal and other taxes and water and electricity charges, including water deposits and electricity deposits as are for the time being in force.

AND WHEREAS the Purchaser/ s hereby declare/ s that, after reading and having understood the contents of the aforesaid documents and all the disclosures made by Developers/ Promoters the Purchasers will full knowledge thereof has entered into this Agreement

AND WHEREAS the Purchaser/ s had have entered into this Agreement with notice of the terms and conditions of said here in above of the said property between the Original Owner and Developers/ Promoters here in and subject to the terms and conditions that may be imposed by the Kalyan Municipal Corporation and other authorities concerned and also subject to the right of the Developers i

Promoters to make the necessary amendments, modifications and/ or charges in the materials and other specifications.

NOW IT IS HEREBY AGREED, DECLARE AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS

1 . The Developers/ Promoters shall construct the said building/ s, on the said property at **Tlsgaon, Tal- Kalyan, District Thane** and more particularly described of the said property (hereinafter referred to as the said property) given in the Schedule hereunder written. The said property shall be developed by the Developers/ Promoters in a phased manner as hereinabove set out.

2. The Developers/ Promoters have informed the Purchaser/ s and the Purchaser/s are / is aware that the Development Promoters propose to develop the said property by construction thereon the said buildings (hereinafter referred to as the ' said building'). The Developers/ Promoters may be required by the concerned authorities and/ or in their (i.e. the Developer) absolute discretion time to time vary, amend and/ or alter the plans of the said property or the building plans in respect of one or more such building. A party of such variations, amendments in the plans Developers/ Promoters may also construct additional independent way of extension of one or more wings to the proposed building. The Buyer/Purchaser/ s hereby irrevocable by agrees and give his/her/their consent to the Developers/ Promoters carrying out amendment alterations, modification and/or variations to the site plan in respect of the said property for construction independent additional structure thereon building plans in respect of more buildings to be constructed (where or not investigated at present) and/ or in respect of buildings now under construction of plans as aforesaid floors in the said buildings. It is however, agreed by the Developers/ Promoters that, prior consent in writing of Purchasers in respect at any variation or modification in the building plans which may adversely affect the premises agreed to be purchased by the Purchaser/s hereby also give his/her/their irrevocable consent to the Developers/ Promoters developing the said property in such phased manners as the Developers./Promoters may determine even after the Developers/ Promoters may determine even after the Developer/ Promoters shall give to the Purchaser/ s the possession of the premises hereby agreed to be sold by the Developers/ Promoters. The Developers/ Promoters shall accordingly be entitled to develop the said plots in a phased manner to determine from time to time in the plan in respect of the said plots and/ or in the building plans of one plan in respect of the said plots and/ or in the building plans of one or more buildings to be constructed as aforesaid, including the building which at present are nor envisaged by the Developers Promoters. The Purchaser/ s hereby agree/ s to give all the facilities and assistance to the Developers/ Promoters may request from time to time after the Developers Promoters shall be delivered the possession of the said premises to be sold to the Purchaser so as to enable the Developers/ Promoters to complete the development of the said plots in the manner that may, be determined by the Developers/ promoters.

3.The said building shall be constructed by the Developers / promoters accordance with the building plans prepared by their Architect and sanctioned by the concerned authorities as aforesaid with such modification thereto as the Developers/Promoters may incorporate therein as aforesaid.'

4.The sanctioned building plans from the concerned authorities in respect of the said building are open for inspection on all working days during office hours at the building are open for inspection on all working during office hours at the buildings site and also at the office of the Developer Promoters as mentioned hereinabove.

5.The purchaser/ s have/ has prior to the execution of this Agreement, satisfied himself/ herself/ themselves about the title of the Owner/Developer to the said property described in the Schedule hereunder written and the Purchasers shall not be entitled to further investigate the title of the Owner and no requisition or objections shall be raised upon any matter relating thereto. a copy of the Certificate of Title given Advocates.

6.The Developers/ Promoters shall sell to the Purchasers and the Purchasers shall Purchase from the Developers/ Promoters **Flat No. 1204 on the 12th floor "A" Wing** of the building. The plan in respect of the said premises.

7.The **Carpet area** of the said premises is **766 square feet** inclusive of the attached balcony, common area and their facilities for the said premises on the floor on which the same is located according to the percentage of undivided interest in the said premises as per the particulars given in the Schedule hereto annexed. The aforesaid percentage is tentative and liable to be increased or decreased in the event of there being changes in the plan and/ or the building plan.

8. The Purchaser/ s shall pay to the Developers/ Promoters a sum of **Rs. 1,24,20,000/- (Rupees One Crore Twenty Four Lakh Twenty Thousand only)** as the Purchase Price of the said Flat/Flat/ garage/ Premises. The Purchase price shall be paid by the Purchaser/s to the Developers/ Promoters Rs. **0/- (Rupees 0 only)** before execution of agreement and **Rs. 1,24,20,000/- (Rupees One Crore Twenty Four Lakh Twenty Thousand only)** being balance consideration within **45 days** of the developers/Promoters notifying to the Purchaser/ s.

The Purchaser agrees to pay the above consideration in the following manner :

- a) 20% to be paid on or after completion of plinth work.
- b) 5% to be paid on or after completion of 1st Slab.
- c) 5% to be paid on or after completion of 2nd Slab.
- d) 5% to be paid on or after completion of 3rd Slab.
- e) 5% to be paid on or after completion of 4th Slab.
- f) 5% to be paid on or after completion of 5th Slab.
- g) 5% to be paid on or after completion of 6th Slab.
- h) 5% to be paid on or after completion of 7th Slab.
- i) 5% to be paid on or after completion of 8th Slab.
- j) 5% to be paid on or after completion of 9th Slab.
- k) 5% to be paid on or after completion of 10th Slab.
- l) 5% to be paid on or after completion of 11th Slab.
- m) 5% to be paid on or after completion of 12th Slab.
- n) 5% to be paid on or after completion Brick Work.
- o) 5% to be paid on after completion Plaster.
- p) 5% to be Paid on or before finishing work.
- q) 5% to be paid within seven days from the date of receipt of intimation that the said premises are ready for use & occupation.

It is specifically agreed that the price mentioned hereinabove includes the proportionate price of common amenities which is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease. The intent of the parties being that the said premises are sold to and purchased by the Purchaser will all the appurtenant rights.

9. Without prejudice to the above the Developers / Promoters have all rights under this Agreement and/ or in law, the Developers/ Promoters may at their own option accept from the Purchaser the payments of the defaulted installments Of the Purchaser/ s paying to the Developers/ Promoters with an interest on the defaulted installment @ 24% per annum for the period for which the payment may have been delayed or the Builders/ Developers shall be entitled to sell the said Flat/Flat/ newly agreed price at the relevant time.

10. The fixtures, fittings and amenities to be provided by the Developers/ Promoters in the said building and the said premises are those set out in second Schedule hereunder.

11. The possession of the said premises shall be given by the Developers/ Promoter son or before **Ready for Possession** subject to the availability of Cement, Steel, Water for construction or other building materials and subject to strike, civil or communal riot or any act of God such as earthquake, and floods of any others natural calamities and act of the other Coues beyond the control of the Developers Promoters Possession of the said premises will be given only on execution of the Deed of Conveyance of the said plots or the portion thereof on which the said building is to be constructed if there for in favour of the Co-Operative Society to be formed by the Purchaser/ s of the said building as hereinafter mentioned. If the Developers/ Promoters shall fail to give possession of the said premises then it shall be at the option of the Purchaser/ s to terminate this Agreement in which event the Developers/ Promoters shall forth with on demand refund to the Purchaser/ s all the monies paid by the Purchaser/ s excluding all the amounts received for Hsg. Society, to the Developers/ Promoters herein together with the simple interest @ 18% per annum from the date of the receipt of the respective amounts by the Developers/ Promoters and unit such amount is refunded such interest shall be charged on the said property, together with the construction (if any) thereon to the extent of the amounts due to the Purchaser/ s. Provisions of this clauses shall be subject to what is provided in section 8 of the Maharashtra Flats Act,1963.

12. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser/ s any right whatsoever into or over the plants of the said premises. It is agreed by and between the

parties that such conferment shall take place only upon execution of the Conveyance in favour of a Co-Operative Society or on execution of the Deed of Conveyance as hereinafter mentioned.

13. The Purchaser/ s shall have no claim save and except in respect of the said premises agreed to be sold to him her/them on all the open spaces, lobbies, terraces and other premises will remain the property of the Developers/ Promoters until the said building is transferred to the other proposed Co-Operative Society or to purchaser/ s on the execution of the Deed of Conveyance/ assignment as here in after mentioned, subject however, to the right of the owner and/ or Developers Promoters as herein stated.

14. It is hereby expressly agreed that the Developers/ Promoters shall be entitled to sell the premises in the said building, for the purpose of using the same as guesthouse, dispensaries, nursing homes, maternity homes, or residential or commercial use, Flats consulting rooms, banks, community halls, stalls or any other nonresidential use which may be permitted by the said authorities and the purchaser/ s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser/ s shall not object to the other premises in the said building for the aforesaid purpose by the respective Purchaser/ s there of.

15. a) It is expressly agree that the terraces on the said building shall always belong to the Developers/ Promoters and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In that event of the Developers/promoters will be entitled to dispose off the such premises proposed to be constructed by them on the terrace together with the terrace to such person or person at such rate and on such terms as the Developers/ Promoters may deem fit. The developers promoters shall be entitled to allow the use to such entire terrace to the purchaser/ s of such premises that terrace and the terrace shall them be in exclusive possession (as owner) of the purchaser/ s of such premises proposed or constructed on the terrace, in that event the Developers/ Promoters will be entitled to dispose of the concerned premises proportionate to and or apartment thereof . The society or association of owner under apartment ownership Act that may be formed by the buyers/ purchasers of premises as stated hereinafter shall admit as its member the purchaser/ s of Flats constructed on the terrace shall have exclusive right to them on the terrace as aforesaid. in the even of any water storage tank for the building being constructed or any other common facility being provided on the terrace then the society or association to go the terrace for the regular to the tank/tanks and/ or such common facilities at all reasonable times and/ or during such times as may be mutually agreed on the terrace rind the society or the association of apartment owners as the case maybe.

b) It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Flats in the said building if any shall belong exclusively to the respective purchaser of the terrace Flats and such terrace spaces are intended for the exclusive use of the respective terrace Flat purchaser/s. The said terrace shall not be enclosed by the Flat Purchasers till permission is obtained in writing from the concerned local authority and the Developers Promoters or the society or as the case may be.

16. The Developers / Promoters shall from only one co-operative society for all the building to be constructed on the said plots until execution of such conveyance the Developers/ Promoters shall have a right to make additions to the said building and to put up additional stored on the said building and such additional stores shall be property of the Developers/ Promoters and the Developers promoters shall be entitled to dispose of such additional in such manner as they may deem fit. similarly until the execution of such conveyance the Developers/ promoters shall if so permitted by the concerned authorities and/ or if the Developers/Promoters shall so desire/ they the developer promoters be entitled to construct. additional structure on the said plants or any portion thereof and the Developers/Promoters shall be entitled to dispose off the premises in such additional structures as the developers agreed and confirmed by the purchasers that the right of the Developers/ Promoters to construct the additional floors on the said plots or to put up additional floors, on the said building/ s new under construction is an internal part of this contract for purchasers hereby agree that he/she/they will not in any manner object to the Developers/ Promoters constructing such additional constructing such additional construction work of the said plats or any portion operations thereof' The purchasers hereby have his/her/their irrevocable consent to the Developers/ Promoters carrying out the construction of additional/carrying out the construction of additional stores and/ or additional structures as aforesaid. All such additional construction shall be carried out in accordance with and inconformity with building plans as may be approved by the concerned authorities.

17. If the purchaser intends to cancel this agreement with having good and reasonable grounds he/she shall give written application to the promoter and an cancellation of the agreement he/she shall give six months period to the promoter within period the promoter

shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The promoter shall forfeit the 20 % of the total amount received from the purchaser as and by way of liquidated damages while repaying the money paid by the purchaser.

18. If the purchaser neglects or fails in any manner whatsoever to pay to the promoter any of the amounts due and payable by the purchaser under the terms and conditions of the agreement (Whatever before or after delivery of possession) within the time herein specified or if the purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to the Promoter shall be entitled or re-enter and resume possession of the said Flat/Flat/other unit etc. and of everything whatsoever there in contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the purchaser to the promoter shall be refunded to the purchaser in respect of the said premises and the purchaser shall have no claim in or upon the said premises and the purchaser shall have no claim in or upon the said premises the purchaser hereby agree to forfeit all his right title and interest in the said premises and in such event the purchaser shall be liable to be immediately ejected as trespasser but the right given by this clause to the promoter shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the promoter against the purchaser.

19.The Promoter/Builders shall not be responsible for the consequences arising out of change in law on change in municipal and other laws rules regulations etc.

20.The Promoter 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 and for other non-residential purpose and the purchaser herein along with the other purchaser shall not raise any objection for such non-residential use of the premises sold by the promoter to the intending purchasers.

21.Whatever service tax, vat and any other taxes levied by central or state Government and local body will be paid by purchasers.

22. It is expressly agreed and provided that so long as it does not in any way affect or prejudice the rights whatsoever hereunder granted in favour of the purchaser/ Sin respect of the said premises the Developers/ Promoters shall be of liberty to sell, assign, mortgage, or otherwise deal with or dispose off right, title or interesting the said Flat. The Developers/ Promoters shall be free to construct additional structures like sub-station for electricity, co-operative society office, co-operative department stores, temple or place of worship covered and enclosed garage in open compound, underground and overhead tanks, structures, watchman cabin, toilet units for domestic servants, septic tanks and sack pits the location of which are particularly marked Upon the interference with the rights of the Developers/Promoters or any dispute raised or court injunction under section 7 of the Maharashtra Ownership Flat Act and/ or any other provision or any law applicable. The Developers promoters shall always be entitled to sign undertakings and indemnity on or completed Authorities under any law concerning construction of building for implementation of their schemes for development of the said plots

23. As soon as the said building/ s is / are notified by the Developers/ Promoters is complete each o{ the Purchaser/ s of the said premises in the said building/-s(including the Purchaser/s herein) shall pay the respective arrears of the price payable by him/her/them within 15 days of such notices being served individually or to be put in any prominent place in the said building/s' If any of the Purchaser/s fail to play the arrears in spite of the notice the Developers/ Promoters shall been titled to terminate the Agreement with such Purchaser/\$ and thereupon all the money paid by the said Purchaser so Flats to be purchased by him/her them shall within 60 days of such termination to refund money paid by the Developers/Promoters to the Purchasers excluding all the monies received for formation of Hsg. Society.

24. It is specifically agreed between parties to this agreement additional charges for installation of solar system shall be paid the purchaser in proportion of area purchased by him/her.

25 . The Developers/ Promoters shall in respect o{ any consideration amount remaining paid by the Purchaser/ s under the terms and conditions of this Agreement have first lien and charge on the said premises agreed to be allotted to the said Purchaser'

26. It is specifically agreed that the Developers/ Promoters shall be entitled to at their option to form one single Co-operative Society of all the premises to be constructed on the said plots, and

to execute the Conveyance in respect of the said plots and the structures thereon in favour of such cooperative society 'The Developers/ Promoters shall also at their option be entitled to form different Cooperative Societies for one or more structures to be constructed on the said property and to execute separate conveyance in favour of such co-operative society as the case may be. Such conveyance or/ and conveyances shall, however be executed here under written are fully developed (i.e. all the structure as may be permitted by the concerned authorities shall have been fully constructed on the said plots) and the Developers/ Promoters s has have sold all the said premises of the said building on the said plots'

27. commencing a week after notice in writing is given by the Developers/ Promoters to the Purchaser/s that the said premises is/are ready for use and occupation the Purchaser/s shall be liable to bear and pay the proportionate share in proportion to the floor area of the said premises) of out goings in respect of the said land and the buildings viz local taxes, betterment charges or such other levies imposed by the concerned local authorities and/or Government water charges, insurance, common light repairs and salaries of clerks, bill collections' chowkydars, Sweepers and all other expensed necessary and incidental to the management and maintenance of the said land and the said buildings transferred to it. The purchaser/s shall pay to the Developers Promoters by such proportionate share of outgoings as may be determined' The Purchaser/s agree/s that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers/Promoters provisional monthly contribution of Rs'250/- (Rupees Two Hundred Fifty Only) per month towards such outgoings' The amounts so paid by the Purchaser/s to the Developers/ Promoters shall not carry any interest and remain with the Developers/ Promoters until the Conveyance or any other document of transfer is executed in favour of society as aforesaid. Subject to the provisions of the Section 6 of the said Act, on such Conveyance and/ or any other document transfer being executed the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Developers/ Promoters to the Society as the case may be. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate shares of outgoing s regularly on the day of each and every month in advance and shall not withhold the same for any reason whatsoever'

28. The purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same conditions state and order in which it is delivered to him/her/them and shall abide by all bye-laws rules and regulations of the Govt. local bodies, authorities, Electric supply company and of the cooperative societies, Association of Apartment Owners and shall attend to answer and be responsible for all actions and violations of any of the conditions of Rules or buy-laws and shall observe and perform all the terms and conditions and covenants contained in the Agreement.

29. The purchaser hereby covenants with the Developers/Promoters to pay consideration amounts liable to be paid by the Purchaser/s under this Agreement and to observe the covenants and conditions of this Agreement, and to keep the Developers/ Promoters indemnified against the said payments and observance and performance o{ the said covenants and conditions except as for as the same outgoing to be observed by the Developers/Promoters' The Purchaser/Promoters to carry out additional construction work on the said buildings now under construction and/ or construct additional building and structure on the said property.

30. The Purchaser/s agree/s and undertake/s that in the event of Developers/Promotes deciding to from a co-operative society as provided in clause (27)hereinabove then and in such event the Purchaser/s shall become a member of such co-operative society in the manner hereinafter appearing and also shall sign and execute the application from for registration purchase and other paper sand document necessary for the formation and registration of the society including the bye-laws of the proposed Society within 10 days of the intimation by the Developers/ Promoters. No objection shall be raised to the changes in the bye-laws as may be required by the Registrar of co-operative societies and/ or concerned authorities, The Purchasers shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers/Promoters require him/her/them to do from time to time for safeguarding the interest of the Developers/Promoters require him/her them to do from time to time for safe guarding the interest of the Developers/ Promoters and the Purchaser of other premises in the said buildings. Failure to comply with the provisions of this clause will render this Agreement ipso-facto come to an end. The Purchaser/s shall so required by the co-operative society shall pass the necessary resolution confirming the additional construction work on the said buildings as also to construct additional buildings and structures on the said plots and also confirming the right of the Developers / Promoters to sell on ownership basis other premises in the said buildings as also to construct additional buildings and structures on the said plots and also confirming the right of the Developers/Promoters to sell on ownership basis other premises in the said buildings to be constructed on the said plots"

31. The Purchasers hereby agree that in the event of any amount becoming payable by way of heavy or premium to the concerned local authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the construction threesome, the same shall be reimbursed by the Purchaser/s to the Developers/Promoters in the Proportion of the area of the said premises shall bear to the total area of the other premises in all the buildings on the said plots .

32. Without prejudice to the right of the Developers/Promoters to transfer the said buildings to a co-operative society as provided in this Agreement, the Developers/Promoters shall have (including to submit the buildings and/ or the said plots including additional structures that may be constructed thereon) or portion of the said Flats in part or in full to the provisions of the Maharashtra Ownership Flat Act, 1970 (hereinafter for the sake of brevity refitted to as 'MAO ACT') and to require the Purchaser / s of the concerned premises to form themselves into an Association of Apartment Owners being a condominium as contemplated under the provisions of the MAO Act and the Rules framed there under. In the event of the Developers/Promoters determining that the Purchaser/s of the various premises should form themselves into an Association of the Apartments Owners being a condominium as contemplated under the provisions of the MAO Act and the Rules, framed there under. In the event of the Developers/ Promoters determining that the Purchaser/s of the various premises should form themselves into as Association of the Apartment Owners as for enabling the Developers/ 'Promoters to form and register such an Association under provision of the said MAO Act. The Developers/ Promoters of such premises shall agree to abide by the rules and bye-laws of the condominium as may be under the provision so the said MAO Act from time to time. In order to enable the Developers/Promoters to form such Association the Purchaser/s shall give such particulars about himself/herself as maybe required. In that even the Developers/ Promoters will execute a Deed of Apartment in favour of each allotted of the premises' partly conveying the Apartment and the proportionate undivided right share in the common area of facilities unto the Allottees' of the premises.

33. The Developers/Promoters shall beentitled to utilized money from deposit towards payments to local authority, taxes and other outgoing in the payment thereof regularly as agreed to, herein be him/her them' After the societies formed as aforesaid shall have been transferred and/or conveyed to the society the Promoters shall hand over the said deposit or balance thereof to such society If the property shall have been submitted under the provisions of the Maharashtra owners Apartment Act, 1970 the said deposit shall be handed over to the Association of Apartment Owners'

34. The Purchaser/s have given his/her/their express consent to the Developers/promoters to raise any loan against the said land more particularly described in the Schedule hereunder written and on the building under construction as per the said plan and to mortgage the same and to create a charge a charge there on with any bank and /or any other party. Their consent is on the express understanding with any bank and /or any other party. Their consent is on the express understanding that the said loan shall be cleared by the Developers/promoters at their expenses before possession of the said premises is handed over to the Purchasers.

35. The Purchasers shall allow the Promoters and their surveyors and agents with or without workmen and other person at all reasonable times to enter upon his/her/their premises or any part thereof or the purpose of repairing any part of building and for laying cable, water pipe, fittings, electric wires' structures and other conveniences belonging to or surviving or use for the said building also for the purpose of laying down maintaining, repair in drainages, gas and water pipes and electric wires and for similar purpose of cutting off the supply of water and other services to the said premises or any other premises in the said building in respect whereof the Purchasers or users or occupiers of such premises as the case any be shall have committed default in payment of his /her/their share of the local body property taxes and other outgoings and the charges for electricity consumed by the Purchaser/s'

36. In the event of the Society or Association being formed and registered before the disposal by the Developers/ Promoters of all the premises in the said building as also the co-option of additional structures and /or construction of all other. On the said plots and/or sale and disposal of premises in all the building and/or additional structures, the power and authority of the society or Association so formed of the Purchaser/s in the said buildings and the purchasers of the other premises shall be subject to the overriding powers of the Promoters in all the matters concerning the said buildings as also of the additional structures and all amenities pertaining to the same and in particular the Develop/Promoters shall have absolute authority and control as regards to any unsold premises and sale thereof. on the said plots and/or sale and disposal of premises in all the building and/or additional structures, the powers and authority of the Society or Association so formed of the Purchaser/s in the said buildings and the Purchasers of the other premises shall be subject to the overriding powers of the Promoters in all the matters concerning the said buildings as also of the additional structures and all amenities pertaining to the same and in particular the

Developers/ Promoters shall have absolute authority and control as regards to any unsold premises and sale thereof.

37. The Purchasers shall not any time demolish or cause to be done any additional or alterations of whatsoever nature on the said premises or any part thereof. The Developers/ promoters shall keep the said premises, walls, stilts, sewers, drainages, pipes and appurtenances there to in good and tenantable repair and conditions and in particular the said buildings so as to provide shelter to the protect the said buildings other than his/her their premises the Purchaser/s shall not permit the closing of the balconies or make any alterations in the outside elevations and outside colour scheme of the said premises to be allotted to him/her/them.

38. After the possession of the said premises is handed over to the Purchaser/s if any additions or alterations in or relating to the said buildings are required to be carried out by the Government, Local Authority or any other statutory authorities, the same shall be carried out by the Purchaser Is of various premises in the said buildings at her/his/their own costs and the Developers/ Promoters shall not be in any manner liable or responsible for the same.

39. The Purchaser/s shall not do or permit to be done any act thing which may render void or voidable any insurance of any premises or any part of the said buildings or in case any increased premium to be payable in respect thereof of which may or is likely to cause nuisance or annoyance to users and occupiers of the other premises of the said buildings.

40. After the buildings and premises to be constructed by the Developers/ Promoter son the said plots are complete and ready for occupations and after the Society or Associations as aforesaid is registered and only after all the premises in all the buildings that may be constructed have been sold and disposed of by the Developers/ Promoters and after the Developers/ Promoters have received all dues payable to them under the terms and conditions of the Apartment Association from the Purchasers of all the premises in all the buildings the Developers/Promoters shall execute Conveyance in respect of the said plots or the concerned portion of the said plots as provided in clause 23. Until the execution of the Conveyance the possession of the said plots and all the buildings and the premises there on shall be deemed to be of Developers/ Promoters as the case may be and the Purchaser/s who shall have been given possession of the said premises agreed to be sold to her/ him/them shall be merely occupant thereof.

41. The Purchasers shall lodge this Agreement with the Sub-registrar of Assurances and intimate to the Developer/Promoters within 7 days after lodging the particulars of the number and the Sub-Registry in which the Agreement is lodged for registration.

42. The Purchasers shall at the time of making payment of the in clause (g) (e) deposit with the vendors Promoters and the purchaser agrees and assures to pay and amount the following amounts.

i) legal charges only for supply of papers documental for loan file.

ii) share money application and entrance fees of the society

iii) water connection .

iv) The Single phase electric meter.

v) The Maharashtra State Electricity 'Board for electric connection.

vi) Society Formation Charges.

vii) Sliding window powder coating charge.

viii) Open Land Tax.

ix) Bore well charges Installation of new transformer.

The Developers Promoters shall utilize the sum of **Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand Only.)** paid by the purchasers to the Developers/Promoters as per sub clause iii) above formatting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocates of the Developers/Promoters in connection with the formation of the said Society preparing its Rules, Regulations and Bye laws. In case there shall be deficit in this regard, the Purchasers shall forthwith on demand pay to the Developers/promoters his/her/their proportionate share to make up such deficit.

43. The Deed to conveyance and other documents for transferring the title of the Said property shall be prepared by Advocated and the same will contain such Covenants and condition as the said Advocate & Solicitors all think Reasonable and necessary having regard to the development to the said plots.

44. Any delay or indulgence by the Developers/Promoters in enforcing the terms of this Agreement, or any for balance or giving time to the Purchaser s shall not be considered as a waiver on the part of the Developers/ promoters of any breach or noncompliance of any of the terms and conditions of this Agreement by the purchasers not shall the same in any manner prejudice the remedies of the Developers/promoters.

45. The Developers/ Promoters shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said buildings of which the aforesaid premises form part and the purchasers shall have no right to require the enforcement thereof or any them at any time. The Purchasers herein shall agree to the exercises by the Purchasers under such Agreement of his/her/their rights under the same.

46. The Purchaser/s himself/ themselves with the intention to bind all persons into whatsoever hands the said premises may come, both hereby covenant with the Developers/ Promoters as follows :

- a) To maintain the said premises at Purchaser's cost in good tenantable repair conditions from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the buildings in which the said premises are situated, staircase or any passage which may be against rules, regulations or bye-laws of the concerned Local or any authority or change alter or make additional in or to the buildings in which the said premises is situated and the said premises itself or and part thereof.
- b) Not to store in the said premises any goods which are of hazardous, combustible or dangers nature or so heavy so as to damage the construction or structures of the buildings in which the said premises are situated or storing of such goods which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy package to upper floors which may damage or likely to damage the staircase, passage or any other structure of the building in which the said premises are situated and including entrance of the building in which the said premises are situated and in case of any damage is cause to the building in which the said premises are situated or the said premises on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences arising thereof.
- c) Not to store in the said premises any good which are of hazardous, combustible or dangers nature or so as to damage the construction or structures of the building in which the said premises are situated or storing of such goods which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy package to upper floors which may damage or likely to damage the staircase, passage or any other structure of the building in which the said premises are situated and including entrance of the building in which the said premises are situated and in case of any damage is cause to the building in which the said premises are situated of the said premises on account of negligence or default of the purchasers in this behalf, the purchasers shall be liable for the consequences arising thereof.
- d) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition state and order in the which the same were delivered by the Developers/ Promoters to the Purchasers and shall not do or suffer to be done anything in or the Developers/ Promoters in which the said premises are situated or anything about the said premises which may be for bidden by the Rules, Regulations and Bye-laws of the concerned Local Authorities or any other Public Authority and in the event of the Purchasers committing any act in contravention of the above provisions the Purchasers shall be responsible and liable for the consequence arising there of to the concerned Local Authority and/ or other public authority.
- e) Not to demolish or cause to be demolished the said premises or any part thereof ,not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the building which in the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair condition, and in particulars so as to support shelter and protect other parts of the buildings in which the said premises are situated and shall not chisel, or in any other manner damage the columns, beams, walls slabs, R.C.C Pardis or other structural construction in the said premises without the prior written permission of the Developers Promoters and /or the Co-operative Society, in case, on account of the any alteration being carried out by the Purchasers in the said premises (Whether such alterations are permitted by the concerned authorities or not) there shall

be any damage to adjoining premises or the premises situated below or above the said premises (inclusive recurrence of such damages.) then the purchaser shall be liable for the consequences.

- f) 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 land building in which the said premises are situated. Pay to the Developed Promoters*within 7 days of damage by the Developer/Promoters his/her/their share of security deposit demanded by the concerned Local Authority or Government for giving water, electricity or any other service in connection to the building in which the said premises are situated.
- g) To bear and pay/increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or Public Authority on account of change of user of the said premises by the Purchasers.
- h) The Purchasers shall not transfer, assign or part with Purchasers interest or benefit of this agreement or the said premises or any part with possession of the said premises or part thereof until all the dues payable by the Purchasers to the developers Promoters under this Agreement are fully paid up and only if the Purchasers have not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchasers have obtained permission in writing of the Developers Promoters for the purposes Such transfer shall be only in favour of the Transferee as may be approved by the Promoters.
- i) The Purchasers shall observe and perform all the Rules and Regulations which the Co-operative Society may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the buildings and the premises therein and for the observance and performance of the buildings Rules, Regulations and Bye-laws of the time being of the concerned Local Authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions and use of the said premises in the said buildings and shall pay and contribute regularly towards the taxes, expense or other outgoing in accordance with the terms of this Agreement.
- j) Till the Deed of conveyance of buildings in which the said premises are situated and/ or the said property is executed or till the Deed of Apartment in respect of the said premises is executed, the Purchaser shall permit the Developers/ Promoted and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into the upon the said land and the said buildings or any part thereof to view and examine the state and conditions thereof .The purchaser hereby agree that he is responsible for any kind of claim other than show in right of land. No responsible the vendor any kind of claim in future the said property.
- k) To observe and perform all the terms and conditions and documents to be observed and performed by the Purchasers as set out in this Agreement (including the Recitals thereof). If the Purchasers neglect, omit, fail pay for any reason whatsoever to the Developers/ Promoters any part of the amount due and payable to the Developers/ Promoters under the term and conditions of this Agreement(whether before or after the delivery of the possession) within the time hereinafter or if Purchasers shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to the Developers /Promoters shall be entitled to re-enter upon the resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated, The Purchasers therein agreed that on the Developers/Promoters re-entry on the premises as aforesaid all the rights, title and interest of the Purchasers shall cease and shall be liable for eiectionment as a trespasser .the Purchasers shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchasers (except the out goings appartilional to the said premises till the date of such termination) shall60 days after such termination be refunded by the Developers/ Promoters to the Purchasers.

47.a) Accordingly, notwithstanding the fact the area of land available to Society shall be entitled to have structures on its land in accordance with the Carpet Area area as stated above and in the event of the demolition and/or reconstruction of the structure of Society shall always be entitled to have and maintain structures of the built up areas as indicated above.

- b) The following are the common facilities for the benefit of the entire property described in the Schedule hereunder written. The same shall be ensured for the benefit of all the Societies aforesaid.
 - i) Common compound area.
 - ii) Drainage system connecting the structures.

iii) water pumps, water pipe line, store water drains, located in the common compound.

48. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement as well as conveyance and any other documents required to be executed by the Developers/ Promoters or by the Purchasers and registration charges in respect of such documents transferring land and the building in favour of the Co-operative Society or the Deed of Apartment in respect of the said premises as well as the entire professional cost of the Advocates and Solicitors of the Developers Promoters in preparing and/or approving all such documents shall be borne and paid by the, Purchasers of such premises. The Purchasers shall on demand pay to the Developer/Promoters his/her/their proportionate share this clauses is in addition to the amounts mentioned in cause 42 hereinabove'

49. The parties hereto have mutually agreed as under'

- a) That if the purchaser fails to pay the installment as specified in this Agreement on due date, then in such event the Promoters Builders shall issue a written notice to the purchasers and giving 30 days time period for making such delayed. then the Builder/ Promoter shall have absolute right to cancel the booking of the said Flat and allot the said Flat to any other person which he may deem fit and proper and in such event the amount so far deposited with the Builders by the purchaser shall be forfeited by the Developers/ Promoters'
- b) That all charges, share amount, society registration charges required for formation of the co-operative housing society in the said building shall be obtained by the Builders and Developers from the Flat Purchasers. It shall not be liability of the Builders and Developers to from the co-operative Housing society, if due to unavoidable and unforeseen reasons the said Housing society can not be registered, then in that event the Purchasers of Flats are at liberty to form the Housing co-operative society accordingly. The charges received on account of share amount and other expenses recovered by the Builders and Developers for formation of Housing Society shall not be returned back to the Flat Purchase under any circumstances in any manner. That unless all payments towards cost of the said Flat is paid to the Promoters/ Builders, the Builder/ Promoter shall hold interest title and right over his Flat and upon making all payments towards cost of the said Flat only, the possession of the Flat will be delivered to the Purchasers'
- c) That all charges, share amount, society registration charges required for formation of the co-operative housing society in the said building shall be obtained by the Builders and Developers from the Flat Purchasers. It shall not be liability of the Builders and Developers to from the co-operative Housing society, if due to unavoidable and unforeseen reasons the said Housing society can not be registered, then in that event the Purchasers of Flats are at liberty to form the Housing co-operative society accordingly. The charges received on account of share amount and other expenses recovered by the Builders and Developers for formation of Housing Society shall not be returned back to the Flat Purchases under any circumstances in any manner. That unless all payments towards cost of the said Flat is paid to the Promoters/ Builders, the Builder/ Promoter shall hold interest title and right over his Flat and upon making all payments towards cost of the said Flat only, the possession of the Flat will be delivered to the Purchasers'
- d) That if the Purchaser drawing loan for Purchase of his Flat' then in such case the Promoter/ Builder shall render all possible co-operation for obtaining that loan, but if the loan amount is delayed due to unavoidable reasons beyond specified time, then the builders shall not remain liable for the same and shall be entitled and shall be at liberty to increase the cost of the Flat as per prevailing market rate at that time and the Purchaser is legally bound to make such time and the Purchaser is legally bound to make such increased cost for purchase of his said Flat at the relevant time'
- e) That the Builder/ Promoter hereby assures and agrees with the Purchaser to give him possession 24 months. However, if construction is delayed on account of unforeseen reasons like shortage of raw material, or any other reason beyond his control, then the said time shall be extended to .a reasonable period, 'and the builder shall be responsible for giving delayed possession of the Flat to the purchaser. The purchasers shall not have concern with the parking & Basement & other open premises of this Building.

THE SCHEDULER ABOVE REFERRED TO :

ALL THAT Residential / Commercial Self-contained Flat No. 1204 on the 12th Floor, Wing "A" admeasuring 766 Sq.ft Carpet Area in the Building known 'Eknath Enclave' Building No.1 standing and constructed on a piece and parcel of land converted in to NON AGRCULTURAL use, assessment bearing Survey No. 5, Hissa No.2 Area of 3960 Sq.Mtrs, situate at Tisgaon, within the limits of Kalyan Dombivali Municipal Corporation, Kalyan and also within the Sub - Registration District- Thane and Bounded as follows:

On Or towards East : Shantbai Colony.

On Or towards West : Kashish Darshan.

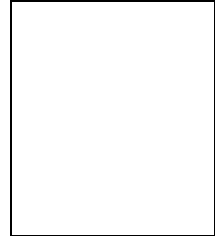
On Or towards South: Chawl.

On Or towards North : Road.

IN WITNESS WHERE OF the parties hereto have here into set and subscribed their respective hands and seal on the days year first herein above written.

SIGNED, SEALED AND DELIVERED BY

**the with in named Developers/
Promoters'M/s.Gauri Vinayak
Builders and Developers Pvt.Ltd.
by the hand/s of its
Director**

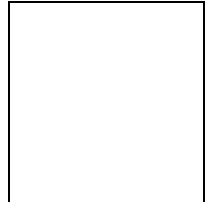


SHRI. DEVANAND ANANT GAIKWAD

In the Presence of...

SIGNED, SEALED AND DELIVERED

By the within named
Purchasers



Bipin Monjibhai Bhanushali

Witness :-

Sign

1. Viki Mashram

.....

2. Sandip Shivaji Arote

.....

ANNEXURE ' E '

Amenities to be provided for Residential Flats.

1. DOORS & WINDOWS :

- a) Main entrance door to every block will be a Flush Door prosold core of flush door with French polish or oil paint on the external side.
- b) All other doors will be 6 mm water proof doors with oil paint or varnish.
- c) Windows will be MS Section or Aluminum with glazed shutters and with aluminum fixture on wooden and fully glazed.
- d) Flooring or living, bed, Kitchen, Balcony passage will be or spartex tiles.
- e) Bath & W.C Windows will have glass louvers, M.B Bars.
- f) Bathroom will be provided with shahabadi Polish tile base full colour glazed tiles.
- g) WC will be provided with white glazed tiles as the base & white glazed tiles for dado 3.
- h) One cooking platform will be provided in Kadappa stone/Green marble steel sink basin.
- i) One wash basin of 18x 12 in each block.

WATER SUPPLY

Tap will be provided of indirect connection in kitchen, Bath, W.C & Wash basin. Overhead & underground water storage tanks and electric Pump will also be provided.

ELECTRO SUPPLY :

Lighting points will be provided in the Flats as below :

	Light Point	Fan Point	Plug Point
Living Room	2	1	1
Bed Room	2	1	1
Bath & WC	2	-	-
Kitchen	1	1	1
Internal Passage in Flat	1	-	-

One bell point will be provided per Flat.