



Garud baag, Near Venkatesh Lawns, Dhule- 424001
harvishdevelopers@gmail.com
9922338088, 8888845845, 9604694441

Date:

PROVISIONAL ALLOTMENT LETTER

Name	
Address	
PAN	
Mobile no	

Subject: Provisional Allotment of Flat No. ___ admeasuring ___ Sq.Ft Carpet approximately equivalent to ___ sq.mtr on ___ floor in the project know as **"SWAPNA SHILP"** situated at **Plot No 96, Parimal Colony, Wadibhokar Road, Deopur, Dhule-424002**

AREA	
FLAT NO	
TOTAL VALUE	

Dear Sir,

(1) With reference to your provisional allotment of the said Flat and upon your handing over to us a cheque of Rs. _____ vide cheque no dated, drawn on bank towards the initial deposit, we acknowledge the receipt of the same.

(2) It is agreed and understood that the allotment of the Flat is only provisional.

(3) You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat subject to making payment of ten percent of the total value of the said flat (Plus applicable GST, or any other Govt Levy as may be levied from time to time).

(4) You are aware that we are entitled to develop and construct Residential Complex as per the prevailing D C Regulation of UNIFIEDCR at "SWAPNA SHILP" situated at Plot 96, Parimal colony, Wadibhokar road, Deopur Dhule-424002.

(5) We have also explained to you the phase wise development of the said property as and when permissions would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities with due respect to Real Estate Regulation Act, 2016.

(6) The Total Consideration for the flat including covered parking space is _____. You hereby confirm the following schedule of the payment and will make the payment accordingly in time. Time



[Signature]

[Signature]

[Signature]

[Signature]



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being essence of payment , In case of any failure on your part to make payment as per the schedule given here in below we have right to charge interest @ SBI MCLR plus 2% per annum on the due amount, till the date of actual payment due date of payment together with interest thereon.

(i) Amount of Rs..... /- (...) (not exceeding 10% of the total consideration) to be paid to the promoter on or before execution of agreement.

(ii) Amount of Rs..... /- (...) (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of agreement.

(iii) Amount of Rs..... /- (...) (not exceeding 45% of the total consideration) to be paid to the promoter on or any other similar taxes which may be levied, in connection with construction of and carrying out the project payable by the Promoter) up to the date handing over the possession of flat/apartment.

•Note-1:

Without prejudice to the right of promoter to charge interest in terms of sub clauses 6 above, on the purchaser /Allottee committing default in payment on due date on any amount due and payable by the purchaser/allottee to the promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchasers/Allottee committing three default of payments of installments, the promoter shall at his own option, may terminate this agreement.

(7) You have inspected the approval plans and the title documents of the land; however we are entitled to modify the plans as required by UNIDCR subject to fulfillment of Real Estate Regulation Act, 2016.

(8) You also confirm that until the time of agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.

(9) You hereby also agree and confirm that Sum of Rs. is payable over and above the cost of the flat, towards maintenance charges for 12 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.

(10) You have agreed and confirmed that Sum of Rs. is payable by you over and above the cost of the said flat towards society formation, water , electricity & legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non-refundable.



The Purchasers/ Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs.

..... (Rupees in the following manner:-

- (i) Amount of Rs/-(...) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- (ii) Amount of Rs/-(...) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.
- (iii). Amount of Rs/-(...) (not exceeding 70% of the total consideration) to be paid to the Promoter in the following manner – *) 1st to 4th Slab 5% per slab
- (iv) Amount of Rs/-(...) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the walls , internal plasters, flooring, doors and windows of the said flat/apartment.
- (v) Amount of Rs/-(...) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat/apartments.
- (vi) Amount of Rs/-(...) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terrace with water proofing of the building or wing in which the said flat/apartment is located.
- (vii) Amount of Rs/-(...) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of lifts , water pumps , electric fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building in which the said flat/apartment is located.
- (viii) Balance of Rs...../-(.....) against and at the time of handing over of the possession of the flat/apartment to the purchaser/allottee on or after receipt of occupancy certificate or completion certificate.

•Note 2:

The total above excludes cost mentioned in clause no 09 & 10 below and taxes (consisting of tax paid or payable by the promoter by way of Value Added Tax, Service Tax, and Cess).

(11)The transaction covered by this agreement is understood to be sale liable under the GST (Goods and Service Tax) as per the existing regulations. The GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.

(12)Extra work will be allowed only with the prior approval of management at extra cost as may be fixed from management from time to time. Kindly note that alteration if the windows, grills, external elevation and façade is strictly not allowed.





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(13) You are requested to sign in confirmation of accepting the terms as mentioned herein above by subscribing your signature on this letter and copy of this letter.

(14) The Carpet area shall include the door jam area and RCC Columns offsets, however the actual carpet area on site shall differ coz of skirting's, POP, Tiling's, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,
For M/S. HARVISH DEVELOPERS

Authorized Signatory.
I/we agree and confirm the same

(Name of the Customer)

Signature.

Dhule
Date:



AGREEMENT TO SELL

ARTICLES OF AGREEMENT made and executed at Dhule, Tal & Dist- Dhule, on this day of ____ month of _____ 2021.

BETWEEN

MR._____

M/s HARVISH DEVELOPERS THROUGH ITS PARTNERS

PAN NO – AALFH1314D

Address:.

1) **Mr. HARSHAL VILAS LAWANDE.**

Age-28 Year, Occupation –Business,

2) **Mr. VISHAL VINAYAK SONAWANE**

Age-28 Year, Occupation –Business,

3) **Mr. YASH SATISH LAWANDE.**

Age-25 Year, Occupation –Business,

4) **Mr. DEEPAK RAMCHANDRA KADAM.**

Age-35Year, Occupation –Business,

Hereinafter referred to as the“**OWNER/DEVELOPERS/PROMOTERS**”

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators & successors-in title and assigns.)

..... **PARTY OF THE FIRST PART**

AND

1) **MR.**

[PAN–]

Age- , Occupation –

Address:

2) **MRS.**

Age-, Occupation -

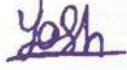
Address:

And hereinafter referred to as the “**PURCHASER/S**”

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs executors, administrators)

.....**PARTY OF THE SECOND PART;**




TOTAL CONSIDERATION AMOUNT
Rs.....=00 [RUPEES ONLY]

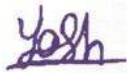
AMOUNT PAID ON AGREEMENT
Rs.=00 [RUPEES ONLY]

WHEREAS ALL THAT PIECE AND PARCEL of Residential Plot No. 96 of an area of 544.00 Sq. Meters and area as per 7/12 extract 531.40 Sq. Meters situated at CTS 1948 at Walwadi, Tal: Dhule, Dist: Dhule, within local limits of Dhule Municipal Corporation and within the registration limits of Sub-Registrar Dhule, hereinafter for the sake of brevity and convenience called and referred to as “The Said Property” and which is more particularly described in the schedule hereunder written is owned by the owners herein.

AND WHEREAS by and virtue of a SALE DEED dated 25/08/2021 the original owners SMT. PRABHAVATI NARAYAN SALUNKHE have executed the sale deed of the Residential Plot No. 96 of an area of 544.00 Sq. Meters and area as per 7/12 extract 531.40 Sq. Meters situated at CTS 1948 at Walwadi, Tal: Dhule, Dist: Dhule said property unto and in Favor of the M/S HARVISH DEVELOPERS THROUGH ITS PARTNER 1) HARSHAL VILAS LAWANDE 2) VISHAL VINAYAK SONAWANE 3) YASH SATISH LAWANDE 4) DEEPAK RAMCHANDRA KADAM here in for the consideration. The said Development Agreement dated 29/10/2018 is registered at the office of Register Dhule, Sr.No- 3734/2021 dated on 25/08/2021.

AND WHEREAS the Developers/ Promoters have proposed to construct new multistoried building of ground and various upper floors on the said property (hereinafter refer to as the said building /s)

AND WHEREAS N.A.order for the said property has been granted by Mamletdar of Dhule by his order bearing no. NA- 37- SR - 30+60 - 1966 Dhulia- dated 02/02/1967 permitted to convert the S/No.51+53+52/2+54/2+ 54/3+58/1+2



55+58/1+2+ 54/1+ 58/1 of Walwadi, Taluka, Dhule into non-agricultural use for residential purpose. The NA Order is dated 02/02/1966.

AND WHEREAS the developers/promoters have entered into a standard agreement with an Architect registered with the council of Architects & such agreement described by the council of Architects, wherein the developers/promoters have appointed a structural engineer for the preparation of the structural design & drawings of the building. The developers/Promoters accept the professional supervision of the Architect & structural engineer till the completion of the building/s.

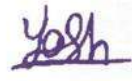
AND WHEREAS the Purchaser demanded from the developers/ promoters & developers/ promoters have given inspection to the Purchaser/s of all the document of title relating to the said property, as are specified under the Maharashtra Ownership flats (Regulation of construction, sale , Management & Transfer) Act, 1963, (hereinafter refer to as the 'said act') & the rules made there under.

AND WHEREAS the copies of certificate of Title issued by the Advocate of the developers/ promoters & copies of the property card 7/12 extract or any other relevant revenue records showing the nature of the title of the owner to the said property have been annexed here too & marked as **Annexure "A" respectively.**

AND WHEREAS after the Purchaser enquiry the Developers/ Promoters requested the Purchaser to carry out independent necessary search by appointing his/her/ their own Advocate & have answered all requisitions he/she/they have raised & regarding the title & the nature of the title. The Purchaser has/have satisfied himself/herself/themselves in respect of the title of the owner to the said property & the valid right & authority of the developers/promoters to develop the said property & therefore, agreed to purchase flat/shop/office/tenement provided with the specification & amenities as per **Annexure "B"** & which flat/ shop/office/tenement is delineated in blue color on the plan annexed as **Annexure "C"** annexed hereto, & which flat/shop/office/tenement is hereinafter called or referred to as the 'said unit'.

AND WHEREAS the Owners/Developers/ Promoters have prepared a Building plan for constructing a building consisting various flat on the said properties & submitted the same to **Dhule Municipal Corporation** & got it sanctioned vide its commencement certificate bearing No. 1176, Dated 28/10/2021.

AND WHEREAS while sanctioning the said plans the concerned local Authority or Government have laid down certain terms, condition, stipulation & restriction which are to be observed & performed by the developers/promoters while developing the said property & upon due observance &

performance of which only the completion & occupation certificate in respect of the said building/s unit shall be granted by the concerned local authority.

AND WHEREAS the Purchaser has agreed to acquire **FLAT NO __**, having **00.00 SQ.MTR CARPET AREA** i.e. **00.00 SQ.MTR BUILT UP Area** situated on the **_____ FLOOR** of the Building in the said Residential complex known as **"Swapna Shilp"** at or for the consideration & on the terms, condition set out hereinafter.

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra co- operative societies, Act, 1960 (Maharashtra Act No.XXIV of 1960 & Urban land (Ceiling & Regulation) Act, 1976 the Purchaser had made a declaration to the effect firstly that neither the Purchaser nor the member of the family & (family as define under the Urban land (Ceiling & Regulation) Act, 1976 of Purchaser owns tenements, house or building within the limits of Dhule Urban Agglomeration.

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the developers the sum of **Rs.=00 [RUPEES ONLY]** Being part payment of the sale price of the unit agreed to be sold by the developers to the Purchaser as advance payment or deposit (the receipt & payment whereof the developers both hereby admit & acknowledge) & the Purchaser has agree to pay to the promoters balance of the sale price in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS UNDER:

1) The Developers/Promoters shall construct the said building/s consisting of ground & upper floors on the said property in accordance with the plans, designs, specification approved by the concerned local authority & which have been & approved by the Purchaser with only such variations & modification as the Developers/Promoters may consider necessary or as may be required by the concerned local authority to be made in them or any of them. Provided that the developers/ promoters shall have to obtain prior consent of the Purchaser in the respect of such variations & modification which may adversely affect the unit/s of the Purchaser.

2a) The Purchaser/s hereby agree/s to purchase from the Developers/ Promoters & the Developers/Promoters hereby agree to sell to the Purchaser **FLAT NO __**, having **SQ.MTR CARPET AREA** i.e. **SQ.MTR BUILT UP Area** situated on the **_____ FLOOR**, said Residential complex known as **" Swapna Shilp"** as shown in the floor plan thereof (here to annexed & marked **"Annexure C"**(herein after referred to as the 'said unit') & for the total amount price of **Rs..... [RUPEES ONLY]** along with applicable GST, Including the proportionate price of the common area & facilities



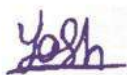
appurtenant to the premises the nature extent & description of the common area/limited areas & facilities which are more particularly described in the **Schedule II** here underwritten.

The Purchaser hereby paid to the developers/promoters the total amount price of **Rs.00 [RUPEES _____ ONLY]** in the following manner:

1	Rs	
2	Rs.	10% on Plinth
3	Rs.	15 % on 1 st Slab
4	Rs.	15% on 2 nd Slab
5	Rs.	15% On 3 rd Slab
6	Rs.	15% On 4 th Slab
7.	Rs.	15% on 5th Slab
7	Rs.	10% On Brick and Plaster , tile & Paint work
8	Rs.	5% at the time of Possession

I.e. on or before receiving possession of the said premises & upon the purchaser clearing all dues on account of deposit, interest costs, charges, damages otherwise howsoever. It is expressly agreed that for each of the above payments time is the essence of the contract.

(2b) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, inconnection with the construction of and carrying out the Project payable by



the Promoter) up to the date of handing over the possession of the Flat/Apartment.

(2c) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local 13 Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/ Allottee, which shall only be applicable on subsequent payments.

(2d) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchasers/ Allottee by discounting such early payments @ 6.5 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to a Purchasers/ Allottee by the Promoter.

(2e) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers/ Allottee Within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/ Allottee. If there is any increase in the carpet area allotted to Purchasers/ Allottee, the Promoter shall demand additional amount from the Purchasers/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

(2f) The Purchasers/ Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchasers/ Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(3) It is made clear & agreed by & between the parties hereto that the developers/ promoters shall not be bound to follow the chronological order of any of the above said stages / installments & that the developers/



promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The developers/ promoters are entitled to merge or consolidate two or more installments at their discretion by simultaneously executing the contemplated work in the said installment. It is hereby agreed that the time for payment as specified above is the essence of the contract & upon any failure of the purchaser to pay the same on due dates, it shall be deemed that the purchaser has /have committed BREACH of this agreement. The developers/ promoters hereby agree to observe , perform & comply with all the terms, condition, & restriction, if any which shall be imposed by the concerned authorities at the time of sanctioning the said plan or thereafter, & shall obtain from the concerned local authority occupation & completion certificate in respect of the said flat/shop. Purchaser shall not be entitled to claim possession & allotment & transfer of the said flat /shop until the completion certificate in respect of the said flat /shop is awarded & the purchaser has/have paid the full & complete dues & consideration payable to the developers/promoters under this agreement or by a separate contract or otherwise.

4) The developers / promoters hereby agree to observe, perform and comply with all the terms, condition, stipulation and restriction if any, which may have been imposed by the concerned local authority at the time of sanction the said plans or thereafter and shall before handing over possession of the premises purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the unit /s and the developers/ promoters hereby agree to handover all rights to society after the completion.

5) The said units are agreed to be sold subject to:-

5a) Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any authority concerned including the terms covenants stipulations and conditions contained in the Agreement / s relating to the said property.

5b) it's present user as residential and /or non-residential and/or other permissible users.

5c) Any relevant and necessary covenants as may be stipulated by the developers / promoters for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and benefit of any class of holders of any unit/s and other unit/s as case may be or any part thereof including the absolute and irrevocable right of the developers / promoters to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR right acquired on any portion /s of the said property.



5d) All rights of water, drainage, water course light and other easement and quasi or reputed easements and rights of adjoining land owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers drains gutters, fences and other like matters. The developers /promoters shall not be required to show the creation of or define or apportion any burden.

5e) All the covenants and conditions ensuring for the benefit of the said person/s as contained in agreement is made between them and/or the developers/ promoters, the said order is passed under the ceiling act , order of layout and/or sub- division relating said the property, order of conversion and all terms and conditions stipulated by the developers/promoters in respect part of the common areas and facilities and amenities to be provided for the benefits of the said property or any part/s thereof.

5f) The developers/promoters have given to the purchaser/s 15 days prior notice in writing of their intention to terminate this agreement mentioning therein the breach or breaches of terms and conditions on accounts of which it is intended to terminate this agreement and the purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such.

Provide further that upon termination of this agreement, the developers / promoters shall refund to the purchaser / s the installments of sale price of flat/shop which may till then have been paid by the purchaser /s to the developers / promoters but the developers / promoters shall not be liable to pay any interest to the purchaser/s on the account so refunded /tendered and any expenditure incurred by the purchaser/s under or in pursuance of this agreement and upon termination of this agreement and refund/tender by cheques of the aforesaid amount of sale price by developers /promoters, the developers / promoters shall be liberty to dispose of sell , or otherwise alienate the said flat / shop to such person and at such price as the developers / promoters may in the absolute discretion may deem fit and constituted the developers / promoters as his /her /their agent to sign execute and register any deed of termination , revocation or cancellation in the name of/and on behalf the purchaser / s which shall be binding on the purchaser/s.

6) The name of the building under construction are and shall always remain as stated above and the name of the co-operative society/limited company / condominium of apartment holders formed and the said land hereditaments and premises together shall bear the name "**SWAPNA SHILP**". The purchaser's co-operative society / limited company / condominium of apartment holders as the may be shall not change, alter or modify the said name without the prior written consent of the developers promoters at any time.



7) The developers /promoters shall give possession of the unit to the purchaser /s on ____ months i.e. on 31 MARCH 2024. if the developers/promoters fail neglect to give beyond their control and of their agents as per the provisions of section 8 of Maharashtra ownership flats act, by aforesaid date or the date or dates prescribed in section 8 of the said act then the developers/promoters shall be liable on demand to refund to the purchasers/s the amount/s received by them in respect of the unit/s with simple interest at seven percent per annum from the date the developers /promoters received the sum till the day amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator.

8) Provided that the Developers/Promoters shall be entitled to reasonable extension of time for giving delivery of units/on the aforesaid date, if the completion of building in which the unit/s is/are to be situated is delayed on account of:

8a) Non availability of steel, cement, other building material, water or electric supply.

8b) War, civil commotion or act of God.

8c) any notice order rules notification of the Government and or public or Competent Authority.

8d) Changes in any rules, regulation by laws, various statutory bodies and authorities from time to time then affecting the development and the project.

8e) Delay or grant of any NOC / permission/ license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme / flat/ road NOC or completion certificate from Appropriate Authority.

8f) Delay or default in payment of dues by the purchaser/s under these presents (without prejudice to the right of promoter to terminate this agreement under clause mentioned hereinabove)

8g) **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers/ Allottee as per the agreement shall offer in writing the possession of the Flat/Apartments to the Purchasers/Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Apartments to the Purchasers/ Allottee. The Promoter agrees and undertakes to indemnify the Purchasers/ Allottee In case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/ Allottee



Agree(s) to pay the maintenance charges as determined by the Promoters association of Purchasers/ Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

8h) The Purchasers/ Allottee shall take possession of the Flat/Apartment within 15 days of the written notice from the promoter to the Purchasers/ Allottee intimating that the said Flat/Apartments are ready for use and occupancy:

8i) Failure of Purchasers/ Allottee to take Possession of Flat/Apartments:

Upon receiving a written intimation from the Promoter as per clause 8.1, the Purchasers/ Allottee shall take possession of the Flat/Apartments from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartments to the Purchasers/ Allottee. In case the Purchasers/ Allottee fails to take possession within the time provided in clause 8.1 such Purchasers/ Allottee shall continue to be liable to pay maintenance charges as applicable.

8j) If within a period of five years from the date of handing over the Flat/Apartment to the Purchasers/ Allottee, the Purchasers/ Allottee brings to the notice of the Promoter any structural defect in the Flat/Apartment or the building in which the Flat/Apartment is situated or any defects on account of workmanship, quality of provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers/ Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9) The Purchaser/s shall take possession of the unit/s within 8 days of the Developers/ promoters giving written notice to the purchaser/s intimating that said unit/s are ready for use and occupation.

10) That the purchaser / s shall use the unit/s or any part of the permit the same to be used for permitted purpose only and he shall use the garage or parking space only for the purpose of keeping or parking the purchaser's own vehicle.

11) It is hereby agreed by and between the parties here to as follows:

11a) The developers / promoters shall be entitled to transfer , assign , dispose of and / or sell in any manner as they deem proper they said open space, terrace , parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the preceding clause/ s. the purchaser/ s along with the other purchaser / s or purchaser / s of whatsoever



kind in respect of the rights, title, interest of the promoters and / or its nominees or assigned in respect of matters mentioned in the proceedings Claus / s hereby gives their consent to the same.

11b) The Developers/promoters shall become members of the cooperative society of Apartment Holders. If the Developers / promoters transfer , assign , dispose office said open space, terrace , parapet walls and other specified and unspecified spaces at any time to anybody assigns, transferee, and/ or purchaser/s or purchaser thereof shall be admitted as member of the cooperative society of Apartment Holders. The other purchaser/s will have no right to raise any objection to admit such assignee, transferee, and/or purchaser/s as member of the co- operative society of Apartment Holders.

12) Provided it does not in any way affect or prejudice the right of the purchaser /s in respect of the said units under this agreement, the Developers / promoters shall be at liberty to transfer , assign ,sell or otherwise deal with their right, titles or interest in the said land hereditaments & the premises & / or building to be constructed thereon.

13) Under no circumstances possession of the said premises shall be given by the developers/ promoters to the purchaser/s unless & until all payment required to be made by the purchaser/s under this Agreement shall have been made to the developers / promoters.

14) The purchaser/s himself with intention to bring all person in to whosoever hands the unit/s may come both hereby covenants with the developers / promoters as follows: -

(a) To maintain the unit/s at the purchaser/s own cost in good tenantable repair & condition from the date possession of the unit/s is taken & shall not do or suffered to be done anything in or to be building in which the unit/s is / are situated or staircase or any passages which may be against the rules, regulation or bye- laws of concerned local & any other authority or change/ alter or make addition in or to the building in which the unit/s is /are situated & the unit/s itself or any part thereof.

(b) Not to store in the unit/s any goods which are of hazardous combustible or dangerous nature or are heavy as to damage the construction or structure of the building in which the unit/s is/ are situated or storing of which goods is objected to by the concerned local & any other authority & shall not carry or cause to be carried heavy packages to the upper floor which may damages or are likely to staircase , common passages or any other structures of the building in which the unit is situated, including entrance of the building in which the unit is situated, & in case any damage is caused to the building in which the unit is situated, or the unit on account of negligence or default of the



purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.

(c) To carry out at his/ her/ their own cost all internal repair to the said unit/s & maintain the unit/s in the same condition, state & order in which it was delivered by the developers / promoters to the purchaser/s & shall not do or suffer to be done anything to the building in which the unit is situated or the unit/s which may be against rules, regulation or bye- laws of concerned local & any other authority. & in the event of the purchaser/s committing any act in contravention of the above provision, the purchaser/s shall be liable & responsible for the consequences thereof to the concerned local & any other authorities.

(d) Not to demolish or cause to be demolished the unit/s or any part thereof, or any time make or cause to be made any addition or alteration of whatever nature in or to the unit/s or any part thereof, nor any alteration in the elevation & outside color scheme of the building in which the unit/s is/ are situated & shall keep the portion , sewers, drains, pipes, in the unit/s & appurtenances thereto in good tenantable repair & condition, & in particular, so as to support shelter & protect the other part of the building which the unit/s is/ are situated & shall not chisel or in any manner damage the columns, beams, walls, slabs or R.C.C., pardis or other structural member in the unit/s without the prior written permission of the Developers / promoters & co- operative society of Apartment Holders.

(e) Not to do or permit to be done any act thing which may render void or voidable any insurance of the said property & the building in which the unit/s is/ are situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said unit/s in the compound or any portion of the said property & the building in which the unit/s is/ are situated.

(g) Pay to the promoters within 3 days of demand by the developers / promoters , their share of security deposit demanded by concerned local authority or government or for giving water, electricity or any other service connection to the building in which the unit/s is/ are situated. Such deposit will lie with the developers / promoters interest free for the utilization of above purposes.

(h) To bear & pay increase in local taxes, water charges, electricity, meter deposit & transformer charges, insurance & such other levies or betterment charges, if any, which are imposed by the concerned local authority or government & other public authority, either due to any change or amendment



in the law or on account of charge of user of the unit/s by the purchaser/s viz. user for any purposes other than for permitted purposes.

(i) The purchaser/s shall observe & perform all rules & regulation which the society of Apartment Holder may adopt at its inception & the additions, alternation, amendments thereof that may be done from time to time for protection & maintenance of the said building & the unit/s therein & for the observance & performance of the rules, regulation or bye- laws for the time being of the concerned local & government & other public authorities. The purchaser/s shall observe & perform all the stipulation & condition laid down by the society of the apartment holder regarding the occupation & use of the unit/s in the building & shall pay & contribute regularly & punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(j) Till the conveyance of building in which the unit/s is/ are situated is executed the purchaser/s shall permit the developers / promoters & their surveyors & agents, with or without workmen && other at all reasonable times to enter into & upon the said property building or any part thereof to view & examine the state & conditions thereof.

15) The developers / promoters shall maintain a separate account in respect of sums received by the Developers / promoters from the purchaser / s as advance or deposits, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoing, legal charges shall utilize the amounts only for the purpose for which it has been received.

16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit/ s or of the said plot or building or any part thereof. The purchaser /s shall have no claim save and accept in respect of the unit /s hereby to be sold to him and all open spaces etc. Will remind the property of the Developers / Promoters until the said property and building is transferred to the society / limited company / condominium of apartment holders as hereinbefore mentioned which shall be done only after completion and sale of the entire project.

17) The purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and building or building to be constructed thereon is importable and it is agreed that the Developers / promoters shall not be liable to execute any deed or any other document in respect of the said unit in favor of the purchaser / s. All notice, letters and communication to be served on the purchaser as contemplated by the agreement shall be deemed to have been served or sent to purchaser / s by prepaid post under certificate of posting at his/her/their following address viz.



Residing at - _____.

18) Any delay tolerated or indulgence shown by the Developers / promoters in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser / s by the Developers / promoters shall not be construed as a waiver on the part of the Developers / promoters of any breach or non-compliance of any of the terms & conditions of this agreement by the purchaser/s nor shall be same in any manner prejudice the right of the Developers /promoters.

19) The purchaser/s shall resent at his/ her/ their own costs this agreement as well at the proper Registration office for registration within the limits prescribed by the Registration act & promoters will attend such office & admit execution thereof.

20) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front , on top on or adjacent to the terrace unit/s in the said building, if any, shall belong exclusively to the respective purchaser/s of the terrace unit/s if the same is sold exclusively to the respective purchaser/s & such terrace spaces are intended for the exclusive use of the respective terrace purchaser/s .The said terrace shall not be enclosed by the purchaser/s till the permission in writing is obtained from the concerned local & the promoter/s or the Co-operative society of Apartment Holder.

21)IT IS ALSO AGREED AND UNDERSTOOD THAT & made clear between the parties that the unit/s on the ground floor having in its front an open area, if the same has been sold to be purchaser, shall be for the exclusive use by the purchaser/s of ground floor unit/s who shall keep & maintain the said open space & keep it open & unbuilt upon forever subject however the owner & /or the society or local authorities giving prior written permission for construction thereupon.

22) The purchaser covenants & undertakes that in the event he/she/they have acquired right & interest in open space / terrace / garden they shall b duty bound & under obligation to permit the promoters &/ or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying & or repairing &/or servicing the commonservice connection & other paraphernalia situated within such open space / terrace / garden.

23) The developers / promoter/s have not undertaken any responsibility nor have they agreed anything with the purchaser/s orally or otherwise & there is no implied Agreement or covenant on the part of the developers / promoter/s other than the terms & condition expressly provided under this Agreement.



24) The developers / promoters may in their discretion construct subject to building by-laws & D.C. Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project & further the developers / promoter/s alone shall have the complete rights regarding the user & disposal thereof.

25) In case of any dispute the developers / promoter/s & the purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction including quality of construction work, defective service by the developers / promoter/s , delay in construction work & /or sale deed , alterations in the plan, parking arrangement, grant of exclusive uses, rendering of account etc., then such dispute shall be referred to the arbitration by appointment of sole arbitrator by the developers / promoter/s , & the decision of such arbitrator shall be final & binding on both the parties.

26) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the developers / promoter shall be constructing building on the said property & the purchaser/s herein undertake/s not to raise any objection on ground whatsoever including nuisance or shall not obstruct the construction in any manner.

The purchaser/s hereby give/s his/her/ their irrevocable consent for revision / amendment of the building layout or elevation plans as & when required by the developers / promoters.

27) This agreement shall always be subject to the provision of the Maharashtra ownership flat Act (Act No. XLV of 1963) & the rules made there under.

28) The consideration of the said flat / shop as agreed between the developers / promoters & the purchaser/s herein, is as per the prevailing market rate in the locality, which is the true & fair market value of the said flat / shop. This agreement is executed by the parties hereto under the Maharashtra ownership flat Act (Act No. XLV of 1963) & stamp duty for this transaction is payable as per the Bombay stamp Act, 1958, Schedule I, Article 25(d).

29) The Purchasers/ Allottee shall use the Flat/Apartment or any part thereof or permit the same to be used only for the purpose of residence she/he shall use the parking space only for the purpose of keeping or parking vehicle.

30) The Purchasers/ Allottee along with other Purchasers/ Allottees of Flat/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the by-laws or the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the



Promoter to the Purchasers/ Allottee, so as to enable the Promoter to register the common organization of Purchasers/ Allottee. No objection shall be taken by the Purchasers/ Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

31.1) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment Is situated.

32.2) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

33.3) Within 15 days after notice in writing is given by the Promoter to the Purchasers/ Allottee that the Flat/Apartment is ready for use and occupancy, the Purchasers/ Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment) of outgoings in respect of the project land and Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchasers/ Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchasers/ Allottee further agrees that till the Purchasers/ Allottees share is so determined the Purchasers/ Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Purchasers/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

34. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER



The Promoter hereby represents and warrants to the Purchasers/Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. The Developers **DON'T HAVE** availed project loan from any Public/Private/co-operative Bank/Sansatha's against land or building.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/ Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/redevelopment agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Apartments which will, in, any manner, affect the rights of Purchasers/ Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Apartment the Purchasers/ Allottee in the manner contemplated in this Agreement xi. At the time of execution of the conveyance deed of the structure to the association of Purchasers/ Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers/ Allottees:
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies,



levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

35. The Purchasers/ Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Flat/Apartment at the Purchaser's/ Allottees own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or by-Laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities, if required,

ii. Not to store in the Flat/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchasers/Allottee in this behalf, the Purchasers/ Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/ Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/Apartment which may be contrary to the rules and regulations and by-laws of the concerned local authority or other public authority. In the event of the Purchasers/ Allottee committing any action contravention of the above provision, the Purchasers/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



iv. Not to demolish or cause to be demolished the Flat/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda or other structural members in the Flat/Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the project land and the building in which the Flat/Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment is situated.

viii. To bear and pay increase 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 other public authority, on account of change of user of the Flat/Apartment by the Purchasers/Allottee for any purposes other than for purpose for which it is sold.

ix. The Purchasers/ Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the dues payable by the Purchasers/ Allottee to the Promoter under this Agreement are fully paid up.

x. The Purchasers/ Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 said building and the Flat/Apartments therein 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. The Purchasers/ Allottee shall also observe and perform all the stipulations and conditions laid down by the



Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat/Apartment is situated is executed in favour of Society/Limited Society, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat/Apartment is situated is executed in favour of Apex Body or Federation, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

36) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers/ Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

37) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Apartments or of the said Plot and Building or any part thereof. The Purchasers/ Allottee shall have no claim save and except in respect of the Flat/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

38) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Apartments and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers/ Allottee who has taken or agreed to take such [Flat/Apartment/plot].

39) BINDING EFFECT



The block contains five handwritten signatures in blue ink and a circular purple stamp. The stamp features a stylized 'H' in the center, with the words 'HARISH DEVELOPERS' and two stars around the perimeter.

Forwarding this Agreement to the Purchasers/ Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/ Allottee until, firstly, the Purchasers/ Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers/ Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/ Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers/ Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/Allottee, application of the Purchasers/ Allottee shall be treated as cancelled and all sums deposited by the Purchasers/ Allottee in connection therewith including the booking amount shall be returned to the Purchasers/ Allottee without any interest or compensation whatsoever.

40) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter;

Correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Apartment/plot/building, as the case may be.

41) RIGHT TO AMEND - This Agreement may only be amended through written consent of the Parties.

42) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ ALLOTTEE / SUBSEQUENT PURCHASERS/ ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/ Allottees of the [Flat/Apartment/Plot], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Plot] for all intents and purposes.

43) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the



Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

44) METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENTWherever in this Agreement it is stipulated that the Purchasers/Allottee has to make any payment, in common with other Purchasers/Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/Apartment/Plot] to the total carpet area of all the Flat/Apartments/Plots] in the Project.

45) FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of thisAgreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

46) PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchasers/ Allottee, And the Agreement is duly executed by the Purchasers/ Allottee and thePromoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Dhule.

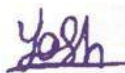
47) The Purchasers/ Allottee and/or Promoter shall present this Agreement As well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office andadmit execution thereof.

SCHEDULE “A”

SCHEDULE OF THE PROPERTY

All that piece and parcel of the property OR ground with the building & structure constructed thereon, which is being & lying situated at Plot 96, Parimal Colony, Wadibhokar road, Deopur, Dhule-424001 within the local limits the registration district Dhule which is bearing Residential Plot No. 96 of an area of 544.00 Sq. Meters and area as per 7/12 extract 531.40 Sq. Meters situated at CTS 1948 at Walwadi, Tal: Dhule, Dist: Dhule, within local limits of Dhule Municipal Corporation. Which is bounded as follows-

EAST	9 METER ROAD
WEST	PLOT NO 95

CNORTH	PLOT NO 92
SOUTH	SURVEY NO 57

SCHEDULE “B”

SCHEDULE OF THE FLAT

FLAT NO	
FLOOR	
CARPET AREA (SQ.MTR)	00.00 SQ.MTR
BUILTUP AREA (SQ.MTR)	00.00 SQ.MTR
BUILDING NAME	SWAPNA SHILP
PARKING NAME	

On the land referred in the schedule written hereinabove including WC bathroom (Size & specifications as per annexure attached)

SCHEDULE“II” :-

(Nature extent and description of common areas and facilities / limited common areas and facilities)

(A) COMMON AREAS AND FACILITIES :

- 1. Staircase
- 2. Passage
- 3. Overhead and Underground water tanks, pump, meter,
- 4. Common electric meter for common light.
- 5. Terrace
- 6. Solar Heater Water System
- 7. Lift

SCHEDULE “III”:(SPECIFICATIONS AND AMENITIES)

- (A) Foundation:Foundation work up to hard strata as per R.C.C.design of high quality
- (B) Plinth work:Plinth work will be carried out in 9” brick works.
- (C) Parking: For parking checker tiles flooring will be provided.
- (D) Structure:R.C.C. framed structure as per R.C.C. design
- (E) Outer walls will be in 6” thick B.B masonry and inner & common walls will be 4” thick.
- (F) Plastering: Internal plaster in neeru finish and external plaster walls in sand faced.
- (G) Flooring: All rooms will be provide by 2’x2’ tiles with skirting
- (H) Bath & Toilets: Glazed tiles dado up to lintel level for toilet & bath.
- (I) W. C. : Orissa type W.C. pans with 2’x6” glazed tiles dado flooring will be provided.
- (J) Doors:M.S. Door frame with all flush doors with laminated sheet.
- (K) Windows:sliding glass shutter.



- (L) Kitchen Otta: KitchenOtta will be in Granite top and marble Kadapa along with Laps in kitchen & Bed.
- (M) Wash basin: White wash basin with chromium plated pillar cork will be provided.
- (N) Plumbing & waterproofing: Brick bat cob water proofing will be in B class I.S.I. mark pipes and fitting in kitchen one tap will be of fresh water and of O/H Tank in W.C. and bath O/H tank water will be provided.
- (O) In bath concealed plumbing with hot and cold mixing unit with chromium plated fitting one shower and boiler point will be provided in w.c one flush tap will provided.
- (P) Electrification: Concealed electrification with copper wiring & highly standard plug boards & switched.
- (Q) Painting :Distemper for internal rooms , white wash for celling oil paint for doors, windows along with granite box and grills waterproof Cement paint for external walls
- (R) Water tank: One underground and one O/H water tank of required capacity with electric pumps will be provided.
- (S) Lift
- (T) Others
- (U) Dish cable point in living room.
- (V) Safe and clean water supply of Municipal Corporation.

FOURTH "IV":-

Following expenses will be paid by Purchaser after possession of flat-

- A) The expenses of repairing re- painting, re- decorating etc. of the main building and in particular the maintenance of roof , gutters and rain water pipes of the building water pipes , gas pipes and Electric wires in under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of other premises and by the purchasers or used by them in common as aforesaid and the boundary of the building compounds terraces, etc.
- B) The cost of the cleaning and lighting the passages, landing staircases, and other Parts of the building or enjoyed by the purchasers in common as aforesaid
- C) The costs of re- decorating the exterior of the building.
- D) The costs of salaries and other benefits of clerk, bill collectors, chowkidars, Sweepers and staff of the said premises from completion onwards.
- E) The cost of the working and maintenance of light and service charges.

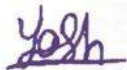


F)All Municipal and Government taxes including drainage, pipeline betterment charges and all other charges which are paid by promoters for getting sanction of building plans.

G) Insurance of flat/Buidling.

IN WITNESS WHER OF the parties hereto have hereunto set and subscribed their respective hands and seals this day and year first therein above mentioned , signed & sealed & delivered by the within named promoter and purchasers in the presence of

NAME / SIGNATURE	THUMB	PHOTO
M/s HARVISH DEVELOPERS THROUGH ITS PARTNER 1) Mr. HARSHAL VILAS LAWANDE. Age-28 Year, Occupation –Business,		
2) Mr. VISHAL VINAYAK SONAWANE Age-28 Year, Occupation –Business,		
3) Mr. YASH SATISH LAWANDE. Age-25 Year, Occupation –Business,		
4) Mr. DEEPAK RAMCHANDRA KADAM. Age-35Year, Occupation –Business,		
1)MR. Flat purchaser/s- party of the second part.		
2) MRS. Flat purchaser/s- party of the second part.		



WITNESS:

- 1)
SIGNATURE
NAME-
ADDRESS-
- 2)
SIGNATURE
NAME-
ADDRESS-

