

## **AGREEMENT FOR SALE**

THIS ARTICLE OF AGREEMENT is made at Panvel on this\_\_\_\_\_ day of\_\_\_\_\_,2023 ,between M/S. R. K.DEVELOPERS, a Proprietary Concern through its Proprietor, **SHRI VIJAY V. BATHIJA** having its office at 2<sup>nd</sup> Floor, Barar House, Abdul Rehman Street, Mumbai-400 003, hereinafter called "**THE BUILDERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) OF THE ONE PART and

**MR. RAMNATH S THAKUR (PAN NO.AQGPT6207N)** aged **29** years, **MRS. POOJA RAM BAHADUR SHARMA (PAN NO.FERPS0107A)** aged **28** years **MRS. ANITA THAKUR (PAN NO.AFKPT1143G)** having address at **SATYANARAYAN THAKUR JN3/10/01 BHARAT APARTMENT NEAR YEWALE HOSPITAL SECTOR-10 VASHI, NAVI MUMBAI VASHI THANE MAHARASHTRA 400703.** hereinafter called **"THE PURCHASER(S)"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) OF THE OTHER PART.

**Whereas** THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

**And whereas** the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;

**And whereas** by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

**And whereas** (1) SHRI MAHADEV BAMA PAWANEKAR (2) SHRI RAMDAS BAMA PAWANEKAR (3) SMT. INDABAI BALARAM BHOPI (4) SMT. SUNDRABAI DASHRATH PATIL (5) SMT. NIRMALA RAGHO PAWANEKAR (6) SHRI LAXMAN RAGHO PAWANKAR (7) SHRI ASHOK RAGHO PAWANEKAR and (8) SHRI ARUN RAGHO PAWANEKAR, hereinafter jointly and collectively referred to as "THE ORIGINAL LICENSEES" had been allotted a Plot of Land by the said Corporation bearing Plot number 39A under the erstwhile 12.5% Gaothan Expansion Scheme of CIDCO Ltd. in Sector No.-36, Village-Kamothe, Phase-II, Tal.-Panvel, Dist.-Raigad, admeasuring 1080.68 Sq. Mts. or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY") on the terms and conditions including the conditions of lease of the said Property as set out therein;

**And whereas** the Original Licensees paid to the Corporation a sum of Rs.16,200/- (Rupees Sixteen Thousand Two Hundred Only) as and by way of full and final payment of Lease Premium and entered into an Agreement to Lease dated 22/03/2006 and after construction of building(s) on the said Plot of land, Corporation shall execute the

Lease Deed in favour of the Licensees granting the lease of the said Plot to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease;

**And whereas** the said Original Licensees by virtue of Tripartite Agreement dated 15/12/2007, have sold, transferred and assigned their rights, title, interest and benefits of the said Plot of land in favour of M/S. R. K. DEVELOPERS, through its Proprietor SHRI VIJAY V. BATHIJA, hereinafter referred to as "THE NEW LICENSEES" as per the terms and conditions mentioned therein. The said Tripartite Agreement is duly registered before the Sub Registrar of Assurances under its Serial No.-12493, Doc. No.-PAVAL3-12324-2007 on 18/12//2007 and CIDCO vide its letter bearing reference number PAVAL3-12324-2007, dated 18/12/2007, has substituted the New Licensees M/S. R. K. DEVELOPERS, instead and in place of the aforesaid Original Licensees for the said plot of land;

**And whereas** by virtue of the aforesaid Agreement to Lease and CIDCO Tripartite Agreement, the Builders are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land;

**And whereas** by virtue of the aforesaid Agreements the Builders have sole and exclusive right to alienate, sell and/or dispose off the Flats, Shops and Other Units in the proposed building to be constructed on the said plot of land and to enter into Agreement(s) with the Purchaser(s) of the said Flats, Shops and Other Units therein and receive the sale price in respect thereof;

**And whereas** the Builders propose to construct the residential cum commercial building as per the approved plan and the Commencement Certificate bearing reference number CIDCO/BP/ATPO/1274, dated 19/09/2006 issued therewith by the Corporation and on the terms and conditions contained therein including such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the Planning Authorities (a copy of the Commencement Certificate is hereto annexed and marked as 'Annexure-A').

**And whereas** the Builders expressed their intention to dispose off the Flats, Shops and Other Units in the proposed new building to be known as "**SIDDHIVINAYAK TOWER**" to the prospective buyers;

**And whereas** at the request of the Purchaser(s) the Builders have agreed to sell to the Purchaser(s) the **Flat/Shop bearing number 602 on the 6<sup>th</sup> Floor in the said building known as "SIDDHIVINAYAK TOWER"** being constructed on the portion of the said land having approximate **Built up area of 87.65 Sq. Mts** and Open Terrace having Built up area \_ Sq. Mts. which is hereinafter referred to as "THE SAID PREMISES" as per the floor plan annexed hereto and marked as 'Annexure-A';

**And whereas** the Purchaser(s) has/have agreed to pay price/consideration in respect of the said Flat/Shop in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said building(s);

**And whereas** this Agreement is made in accordance with the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein;

**And whereas** by executing this Agreement the Purchaser(s) has/have accorded his/her/their consent, whereby the Builders will be entitled to make such alterations in the structures in respect of the said Premises agreed to be purchased/acquired by the purchaser(s) and/or the building as may be necessary and expedient in the opinion of their Architect/Engineer;

**And whereas** the Builders have given inspection to the purchaser(s) of the said Agreement to Lease and Tripartite Agreement and the plans sanctioned and Commencement Certificate issued by the Corporation, designs and specifications, letters, documents and all other papers as required under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed there under;

**Now this Indenture witnesseth and it is hereby agreed by and between the Parties hereto as follows:**

1) The Builders shall under the normal conditions construct building(s) known as **"SIDDHIVINAYAK TOWER" on Plot No.-39A, Sector No.-36, Village-Kamothe, Phase-II, Tal.-Panvel, Dist.-Raigad**, as per the plans, designs and Specifications inspected and approved by the Purchaser(s) with such variations and modifications as the Builders may consider necessary or as may be required by any public authority to be made in any of the Premises. The Purchaser(s) hereby consent to such variations. The Purchaser(s) has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Builders to the said Plot and no requisition or objection shall be raised upon the Builders in any matter relating thereto.

2) The Purchaser(s) hereby agree to acquire the said **Flat/Shop bearing number 602 on the 6th Floor of the building known as "SIDDHIVINAYAK TOWER" admeasuring 87.65 Sq. Mts. Built up area and Open Terrace having Built-up area\_ Sq. Mts. as shown on the plan (hereinafter called "THE SAID PREMISES") for the lump sum price of **Rs. 85,00,000/- (Rupees EIGHTY FIVE LAKH Only)****

3) The Purchaser(s) agree to pay to the Builders the purchase price of **Rs. 15,00,000/- (Rupees FIFTEEN LAKHS Only)** as per the payment schedule set out in the Third Schedule hereunder written. If the Purchaser(s) commit default in payment of any of the installments aforesaid on their respective due dates (time being essence of the contract), the Builders shall be at liberty to terminate this Agreement. On the Builders terminating this Agreement under this clause, they shall be at liberty

to sell the said Premises to any other person as the Builders may deem fit at such price as the Builders may determine and the Purchaser(s) shall not be entitled to question such sale or to claim any amount whatsoever from the Builders. The amount received till the date of termination of the Agreement will be refunded to the Purchaser(s) after deducting 20% (Twenty Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous instalments till the date of cancellation by the Builders to the Purchaser(s) only after the Builders have disposed off/sold the said premises to any other Purchaser(s).

4 A. The above purchase price **does not** include the following charges:

a) Stamp duty, registration and other charges payable to the concerned authorities.

4 B. The above purchase price does include the following charges:

b) Water connection charges, electricity connection charges, infrastructure development charges and drainage charges.

c) Electric cable laying charges.

d) Land and development building charges.

e) Legal charges for documentation.

f) Transfer fees payable to CIDCO Ltd.

g) Water Resource Development Charges.

h) Service charges of electric connection/electric sub-station water connection deposit and meter charges, development charges and any other charges of deposits payable to any authority concerned.

i) Service Tax, VAT, any other taxes, cesses that shall be levied or become leviable by CIDCO or any other Government Authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities.

k) G S T as applicable

5) The Builders shall in respect of any amount unpaid by the Purchaser(s) under this Agreement have a first lien and/or charge on the said Premises agreed to be acquired by the Purchaser(s).

6) Any delay or indulgence by the Builders in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Builders to the Purchaser(s) for payment of purchase price in installments or otherwise, shall not be construed as a waiver on the part of the Builders of any breach of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Builders. Without prejudice to the Builders' rights under this Agreement and/or in law, the Purchaser(s) shall be liable to pay the delay payment charges at the rate of 24% (Twenty Four Percent) per annum on all the amounts due and payable by the Purchaser(s) under this Agreement. (If such amount remains unpaid for 10 (Ten) days after its due date/demand).

7) The Builders shall not be liable for any loss, damage or delay due to M.S.E.D.COLtdcausing delay in sanctioning and supplying electricity or due to theCorporation/Local authority concerned causing delay in giving/supplying permanent water connection/drainage connection or such other service connections necessary for issuance of Occupancy Certificate and for using/occupying the said premises.

8) The Purchaser(s) is/are aware and the Purchaser(s) expressly agree that the parking spaces in the compound of the said Building(s) and under the stilts in the compound shall belong to and be at the complete disposal of the Builders only. The Builders shall be entitled to allot the parking spaces to the Purchaser(s) of the said Premises on first come first serve basis and the Purchaser(s) herein shall not be entitled to car parking spaces whether open or under stilt without Allotment Letter for the same.

9) On getting the Occupancy Certificate, the Builders shall be at liberty to hand over possession of the said Premises to the Purchaser(s) even though permanent electricity and water connection are not sanctioned by the respective authorities. The Purchaser(s) shall not be entitled to make any claim/demand on the Builders for the delay in getting the permanent electric and water connections. On the Builders offering possession of the said Premises to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay their proportionate share in the consumption of electricity and water.

10) Possession of the said Premises shall be delivered by the Builders to the Purchaser(s) by the end of **31<sup>st</sup> March -2023**. The Builders shall not incur any liability if they are unable to deliver possession of the said Premises by the date aforesaid if the completion of the Building is delayed by reasons of non-availability of steel or cement or such other materials or by reasons of war, civil commotion or any act of God or if non-delivery of possession is a result of any Notice, Order, Rules, Notification of the Government, Court of Law and/or any other public authority or for non availability of water and/or electricity connection from the concerned authorities or for any reasons unforeseen or beyond the control of the Builders or due to force majeure.

11) Upon possession of the said Premises being delivered to the Purchaser(s) he/she/they shall be entitled to the occupation of the said Premises. The Purchaser(s) shall have no claim against the Builders in respect of any items of work in the said

Premises commencing a week after notice is given by the Builders to the Purchaser(s) that the said Premises is ready for use and occupation. The Purchaser(s) shall then be liable to bear and pay all taxes and charges for electricity and other services and outgoings payable in respect of the said Premises from the date of Possession.

12) The Purchaser(s) shall have no claim, save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces, etc. which will remain the property of the Builders until the whole property is transferred to the proposed limited company or any other legal body as the case may be subject however to such conditions and covenants as the Builders may impose.

13) If there is any increase in F.S.I. or any other benefits then such benefits shall go to the Builders. The Purchaser(s) or the members of the proposed limited company or legal body shall not raise any objections to the Builders utilising such increased FSI and/or using/appropriating such benefits.

14) The Purchaser(s) agree(s) and binds himself/herself/themselves to pay regularly every month by the 5<sup>th</sup> (Fifth) of each month to the Builders until the Lease or the transfer of the property is executed in favour of the limited company or other legal body as the case may be the proportionate share that may be decided by the Builders or limited company or legal body as the case may be in the following outgoing:

**a) Insurance Premium.**

b) All Municipal assessment bills and taxes and outgoing that may from time to time be levied against the said plot and/or building, water taxes and other charges.

c) Outgoings for the maintenance and management of the Building, common light and other outgoings and collection charges incurred in connection with the said plot.

d) The Purchaser(s) shall initially deposit with the Builders before taking possession of the said Premises a sum of Rs.--- (Rupees -----Only) towards the aforesaid expenses.

e) It is agreed that in the event the Corporation levies any additional charges or cesses over and above the lease premium from the Builders by way of Deposits, Water Resources Development Charges and/or Land and Building Development Charges, Transfer Charges, infrastructure Development Charges etc. the Purchaser(s) shall pay the proportionate of such charges, cesses, deposits as may be demanded by the Builders from time to time.

15) The Builders shall maintain separate account in respect of the sums received from the Purchaser(s) as advance or deposit, sums received on account the share capital for the promotion of the limited company or any other legal body to be formed or towards the outgoings and shall utilise the amounts only for the purpose for which they have been received.

16) It is agreed that if one or more of such Flat/Shops are not taken/purchased or occupied by any person other than the Builders at the time the Building is ready for part occupation/occupations, the Builders will be deemed to be the Owners thereof until such Flats/Shops are agreed to be sold by the Builders. The Purchaser(s) shall

from the date of possession maintain the said Flat/Shop at his/her/their own cost in a good and tenable condition and shall not do or suffer to be done anything to the said building or the said Flat/Shop, staircase and common passages which may be against the rules or bye-laws of the Corporation, Builders, limited company or such other legal body as the case may be. No structural/architectural alteration/modification or changes shall be carried out by the Purchaser(s) to the Flat/Shop. The Purchaser(s) shall be responsible for breach of any Rules and Regulations as aforesaid.

17) So long as each Purchaser(s) in the said building shall not be separately assessed the Purchaser(s) shall pay proportionate part of the assessments, taxes, cesses etc. to the limited company or the legal body, as the case may be whose decision shall be final and binding upon the Purchaser(s).

18) The Purchaser(s) shall not at any time demolish or cause to be demolished the said Premises or any part thereof agreed to be taken by him/her/them nor shall he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said Premises. The Purchaser(s) shall not permit the closing of verandah or lounges or balconies or terrace or make any alteration in the elevation and outside colour scheme of the Flat/Shop to be acquired by him/her/ them.

19) The Purchaser(s) shall not store in the said Premises any goods of hazardous or combustible nature or which tend to effect the construction or the structure of the said building or cause damage to the occupants of the building.

20) The said building shall always be known as '**SIDDHIVINAYAK TOWER**'. The name of the limited company or other legal body to be formed may bear the same name. The name of the building however shall not be changed under any circumstances.



21) The Purchaser(s) shall be bound from time to time to sign all papers and documents with regard to the formation of the limited company and/or legal body and to do all the other things as the Builders may require him/her/them to do from time to time for safeguarding the interest of the Builders and of other Purchaser(s) of the other Premises in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto null and void.

22) Upon formation of the limited company or legal body and on completion of the buildings on the said plot of land, the Builders shall execute the necessary assignments/Transfers in favour of such limited company or legal body. The stamp duty, registration fee and legal charges shall be borne and paid by the Purchaser(s) proportionately.

23) Provided it does not in any way effect or prejudice the rights of the said Premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said plot and in the building to be constructed thereon.

24) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment of the said plot or any part thereof or of the said building thereon or any part thereof.

23) The Purchaser(s) shall not let, sub-let, transfer or assign or part with possession of the said Flat/Shop without the prior consent in writing of the Builders until all the dues payable by him/her/them to the Builders under this Agreement are fully paid. The Purchaser(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the limited company and/or legal body as the case may require for safeguarding the interest of the Builders and/or the other Purchaser(s) in the said building.

26) The Purchaser(s) and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the Bye-laws, rules and regulations which the limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said Premises and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or other public bodies. The Purchaser(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such limited company or legal body as the case may be regarding the occupation and use of the building and/or the said Premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

27) Subject to what is mentioned above, the Builders will form a limited company or legal body after having sold all the Premises to the Purchaser(s). All the Purchaser(s) shall extend their necessary co-operation in the formation of the limited company. On the legal body being registered or the limited company being incorporated, the right of the Purchaser(s) will be recognised by the said limited company or legal body and the rules and regulations framed by them shall be binding on the Purchaser(s).

28) The Builder's Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His costs shall be borne and paid by the Purchaser(s) proportionately.

29) The stamp duty and registration charges and other charges incidental to this Agreement for sale shall be borne and paid by the Purchaser(s) only.

30) In case any security deposit or any other charges are demanded by any Authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate connection to the said building the same shall be payable by all the Purchaser(s) in proportionate share and the Purchaser(s) agrees to pay on demand to the Builder his/her/their share of such deposits/charges.

31) If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the Corporation, Government and/or any other public authority in respect of the said plot and/or building the same shall be the responsibility of the Purchaser(s) of the said building and the same shall be borne and paid or reimbursed by all the Purchaser(s) in proportionate share.

32) The Builders shall have a right until execution of the Transfer/Assignment in favour of the proposed limited company or legal body to make additions, alterations put additional structure as may be permitted by the Corporation and Other Competent Authorities. Such addition, alterations, unsold premises, structures will be the sole property of the Builders who will be entitled to dispose off the same in any way they choose and the Purchaser(s) hereby consent to the same.

33) It is expressly agreed and confirmed by the Purchaser(s) that the terraces which are attached to the respective Flat/Shops will be in exclusive possession of the said Purchaser(s) of the said Flat/Shop and other Purchaser(s) will not in any manner object to the Builders selling the Flat/Shop with an attached terrace with exclusive rights of the said Purchaser(s) to use the said terraces.

34) The Purchaser(s) shall maintain at his/her/their own cost the said Flat/Shop agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/ them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

35) All notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) by Registered Post or Under Certificate of Posting at his/her/their address specified below:

**MR. RAMNATH S THAKUR &**  
**MRS. POOJA RAM BAHADUR SHARMA &**  
**MRS. ANITA THAKUR**  
**SATYANARAYAN THAKUR JN3/10/01**  
**BHARAT APARTMENT NEAR YEWALE HOSPITAL**  
**SECTOR-10 VASHI, NAVI MUMBAI VASHI**  
**THANE MAHARASHTRA 400703**

36) The Purchaser(s) shall lodge this Agreement with the Sub-Registrar of Assurances at Panvel, Dist.-Raigad and intimate well in advance to the Builders the number under which the Agreement is lodged for registration and their particulars of lodging.

37) This Agreement shall always be subject to the terms and conditions of the aforesaid Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

38) The Purchaser(s) hereby agree to pay to the Builders the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by the Corporation in favour of the limited company or any other legal body as may be formed by the Purchaser(s) of the premises in the said Building.

39) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the limited company or other legal body or if such Deed of Lease is already executed in favour of the Builders and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Builders in respect of the said Plot and the building constructed/to be constructed thereon in favour of such limited company or other legal body, then such premium amount shall be borne and paid by the Purchaser(s) proportionately. In order to enable such limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Purchaser(s) hereby agree and bind himself/herself/ themselves to pay such limited company or any other legal body his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Flat/Shop in the said building.

40) The Purchaser(s) hereby covenants to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.

41) The Purchaser(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Purchaser(s) that the Builders shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser(s).

42) The Builders shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building save and except the municipal assessment taxes or charges. The Purchaser(s) undertake to pay increase in 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.

43) The Purchaser(s) hereby give his/her/their express consent to the Builders to raise any loans against the said plot and/or the said buildings under construction and to mortgage the same with any bank(s) or any other financial institutions or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their own expense on or before the formation of the co-operative society, limited company or other legal body.

44) The Builders shall not be bound to carry out any extra additional work for the Purchaser(s) without there being a written acceptance by the Builders to carry out the said additional extra work for the Purchaser(s) which again shall be at the sole discretion of the Builders. If the Builders have agreed to do any additional extra work for the Purchaser(s), the Purchaser(s) shall deposit the amount within 7 (Seven) days from the date when the Builders inform the Purchaser(s) the estimated cost for carrying out the said additional extra work. If the Purchaser(s) fails to deposit the estimated cost for carrying out the said additional extra work of the Purchaser(s) agreed to be carried out by the Builders, then the Builders shall not be liable to carry out the additional/extra work in the premises of the Purchaser(s).

45) The Purchaser(s) undertake to pay increase in 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.

### **FIRST SCHEDULE**

#### **Description of the Property**

All that piece and parcel of Land under the erstwhile 12.5% Gaothan Expansion Scheme, bearing plot number 39A situated at Sector No.-36, Village-Kamothe, Phase-II, Tal.-Panvel, Dist.-Raigad, containing by admeasurements about 1080.68 Sq. Mts. or thereabouts and bounded as follows:

On or towards the North by	:	6.00 Mts. wide Road
On or towards the South by	:	Plot No.-40
On or towards the East by	:	Plot No.-39
On or towards the West by	:	15.00 Mts. wide Road

## **SECOND SCHEDULE**

### **AMENITIES**

**Siddhivinayak Tower, Plot No.-39A, Sector No.-36, Kamothe, Phase-II,  
Tal.-Panvel, Dist.-Raigad**

- 1.Spartex (ceramic) Flooring in all Rooms and Tandar stone flooring in the Kitchen.
- 2.Elegant Green Marble top Kitchen Platform with Stainless Steel Sink.
- 3.Full glazed tiled Bathroom.
- 4.Full glazed tiled W.C. and Toilets.
- 5.Dado 2 Ft. of Glazed Tiles above Kitchen Platform.
- 6.Decorative Main Door & Internal Wooden Flush Doors with Oil Paint.
- 7.Marble Frame Doors with PVC (Syntax Type) Shutters for WC, Toilets & Bathrooms.
- 8.Good quality Lift.
- 9.Aluminum Sliding Windows with Marble Windowsill.
- 10 Concealed Plumbing with S. S. fittings.
- 11.Concealed Copper Wiring with adequate Fan and Tube Light Points.
12. Telephone & Cable T.V. point in Living Room and Master Bedroom.
13. Externally Snowcem/Sandtex/Cement paint and Internally White wash.
14. Elegant Elevation.

THIRD SCHEDULE

**PAYMENT SCHEDULE**

TOTAL AMOUNT	Rs. 85,00,000/-
AMOUNT RECEIVED	Rs. 15,00,000/-
BALANCE AMOUNT	Rs. 70,00,000/-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percent</b>	<b>Amount</b>
1.	At the time of Booking		<b>Rs. 15,00,000/-</b>
2.	O C received & Before Possession		<b>Rs. 70,00,000/</b>
	<b>TOTAL</b>	<b>100%</b>	<b>Rs. 85,00,000/-</b>

**In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.**

SIGNED, SEALED & DELIVERED  
BY THE WITHINNAMED BUILDERS  
M/S. R. K. DEVELOPERS  
THROUGH ITS PROPRIETOR

SHRI VIJAY V. BATHIJA )  
(PAN NO. AACPB2055Q)

IN THE PRESENCE OF

1) )

2) )

SIGNED & DELIVERED BY THE  
WITHINNAMED PURCHASER(S)

**1.MR. RAMNATH S THAKUR**  
**(PAN NO.AQGPT6207N)**

**2 MRS. POOJA RAM BAHADUR SHARMA )**  
**(PAN NO.FERPS0107A)**

**3. MRS. ANITA THAKUR**  
**(PAN NO.AFKPT1143G)**

IN THE PRESENCE OF

1)

2)



## **R E C E I P T**

RECEIVED OF AND FROM THE PURCHASER(S) within named **.MR. RAMNATH S THAKUR** & **MRS. POOJA RAM BAHADUR SHARMA & MRS. ANITA THAKUR** a sum of **Rs. 15,00,000/- (Rupees FIFTEEN LAKH Only)** being the EMD Booking amount of Sale Price of FLAT being **Flat No-602 6<sup>th</sup> Floor admeasuring 87.65 Sq. Mts. Built up area** in building "**SIDDHIVINAYAK TOWER**" Plot No.-39A, Sector No.-36, Village-Kamothe, Phase-II, Tal.-Panvel, Dist.-Raigad

**I SAY RECEIVED**

**Rs. 15,00,000/-**

**FOR M/S. R. K. DEVELOPERS**

**(VIJAY V. BATHIJA)  
PROPRIETOR**

**WITNESS:**