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साधु काशीदास पुरई
 वाक्यांकविद्या

ARTICLES OF AGREEMENTS made and entered into at Bombay this 12th day of February in the Christian year One Thousand Nine Hundred Ninety two BETWEEN MESSRS PRANAM DEVELOPERS a Registered Partnership firm incorporated and registered under the provisions of the Indian Partnership Act, 1932 and having their Registered Office at Shanoor Manzil, 62, Bhalchandra Road, First Lane, Hindu Colony, Dadar, Bombay 400 014, hereinafter for the sake of brevity referred to as "the PROMOTER" (which expression shall unless the same be repugnant to the context or meaning thereof shall mean and include the present partners and/or last surviving partner or the proprietor for the time being representing the firm of Messrs. Pranam Developers, the nominee and/or nominees and/or the successors-in-title of the said firm of Messrs. Pranam Developers and/or their his/her respective heirs, executors, administrators and assigns) of the First Part, PRANAM CO-OPERATIVE HSG. SOCIETY LTD., a society registered under the Maharashtra Co-operative Societies Act, 1961 under serial No.BOM/WR/HSG/TC/2770/86-87 having office at Plot No.520 AB, 521 ABCD, TPS III, Shimpoli, Link Road, Borivli (W), Bombay 400 092, hereinafter referred to as the Confirming Party (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors or assigns) of the Second Part AND SHRI/SHRIMATI/KUMARI/KUMAR/MESSRS. Shubhalakshmi Vilas Deshpande of Bombay Hindu/Muslims/Parsi/Christain Indian Inhabitant and at present residing at B-25, Floor Aparna Apartment Building, S.V. Road, Andheri (W.) Bombay 400058 hereinafter for the sake of brevity referred to as "The Purchaser/ Purchasers" (which expression shall unless the same be repugnant to the context or meaning thereof shall mean and include his/her heirs, executors administrators and assigns and/or successors of the said firm of _____ Messrs. _____ and/or his/her respective heirs, executors, administrators and assigns) of the Third Part.

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WHEREAS (1) SHRIMATI BHIMABAI NARAYAN MALI, (2) SHRI PARSHURAM NARAYAN MALI (3) SHRI DAMODAR NARAYAN MALI (4) SHRI RAGHUNATH DEOJI MALI (5) SHRI KUMAR DEOJI MALI AND (6) SHRIMATI LATABAI CHANDRAKANT MHATRE are absolute owners of the said property together with structures standing thereon lying and being at Village : Eksar, Taluka: Borivali in the Registration District and Sub-District of Bombay Suburban and more particularly and described in the first schedule hereunder written (hereinafter referred to as the said land).

AND WHEREAS under an Agreement for Sale dated the 9th day of March, 1981 and entered into between the said Bhimabai, the said Parshuram, the said Damodar, the said Kumar, the said Raghunath and the said Latabai, (hereinafter for brevity's sake referred to as the Vendor) agreed to sell to the Promoter herein the said property upon the terms and conditions as recited therein (the Agreement as mentioned herein is hereinafter for the sake of brevity referred to as "the said First Agreement").

AND WHEREAS by writing dated 10.9.82 certain terms of the Agreement are altered.

AND WHEREAS as per the terms of the said writing and the said arrangement the said Vendors further agreed to execute an Irrevocable General Power of Attorney in favour of the Vendors enabling the Vendors to execute any Documents Deeds or Conveyances in favour of all prospective purchasers as well as in favour of any Proposed Co-operative Housing Society.

AND WHEREAS on the 5th day of January 1983 a supplemental Agreement to the said First Agreement was executed between the said Vendors and the Developers herein (hereinafter for the sake of brevity referred to as 'the said Second Agreement').

AND WHEREAS again on the 5th day of January 1983, the said Vendors executed in favour of the Developers an irrevocable General Power of Attorney giving all the powers to the Developers to develop the said larger property as well as the said property and also to mutually discharge and carry out various obligations, duties and authorities as arrived at under the said First Agreement, the said Writing and the said Second Agreement (hereinafter for the sake of brevity referred to as "the said Power").

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AND WHEREAS by virtue of the said First Agreement, the said Writing, the said Second Agreement and the said Power, the Promoter herein are in absolute possession of the said property and as such are entitled to deal with the said property including developing the said property and constructing building thereon and execute any type or kind of Agreement for Sale as well as Conveyance in favour of any prospective purchaser in respect of all flats, shops, garages and open parking space.

AND WHEREAS the Developers are thus continuously possessed of or otherwise well and sufficiently entitled to the said property.

AND WHEREAS as a result of the Urban Land Ceiling and Regulation Act, 1976 (hereinafter referred as "the Ceiling Act") which came into force in the State of Maharashtra on the 17th February 1976 Vendor/Promoter were not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act.

AND WHEREAS the Vendor/Promoter having been shown to be the owner of the said land in the Government and revenue records, the Vendor/Promoter submitted to the Government of Maharashtra (hereinafter referred to as "the Government") in the name of the Vendor and/or promoter an application under section 20 of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

AND WHEREAS by an Order No. Bom-1088/281/(496)/XIII Dated 12th April 1988 (hereinafter referred to as "the said Order") the Government exempted, subject to the conditions stated in the said Order, the said land from the provisions of the Ceiling Act.

AND WHEREAS the Promoter has proposed to construct on the said land 1 new multistoried buildings of ground floor at stilt level and 7 or more upper floors (hereinafter referred to as "the said building/s").

AND WHEREAS the promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement is as per the agreement prescribed by the Council of Architects whereas the promoter

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has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by and under Package deal Agreement dated 28.7.1985 and supplemental Agreement recorded in letter dated 23.01.1990 made between Promoter herein of the one part, the said Vendor of the Second part and confirming Party of the third part, the Promoter agreed to construct for the confirming party @ Rs.280/- per square feet 70 Flats of the different areas upon certain terms and conditions mentioned therein and the property more particularly described in the second schedule hereunder written.

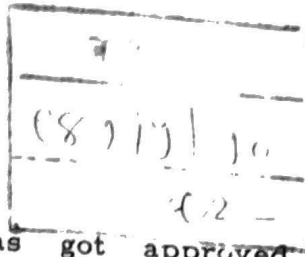
AND WHEREAS it is necessary to execute the formal Agreement under the permission of Maharashtra ownership flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act 1963 in the manner hereinafter appearing.

AND WHEREAS the Purchaser herein is the member of the Confirming Party herein.

AND WHEREAS the Flat Purchaser demanded from the Promoter and Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land the said order, the conveyance and the plans, designs and specifications prepared by the Promoter's Architects Messrs. P.S.Phadnis and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder and all other provisions of the Statute.

AND WHEREAS the copy of Certificate of Title issued by the attorney-at-law or advocate of the Promoter, copies of Property card or extract of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked as Annexure 'A' 'B' and 'C' respectively.

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AND WHEREAS the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the flat purchaser through confirming party applied to the Promoter for allotment to the Flat Purchaser Flat No. 5 on _____ floor in building No. D situate at FP No.513, TPS III, Borivli (West), Bombay 400 092.

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) And the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family (family as defined under the Urban Land (C & R) Act of 1976) of Flat Purchaser own a tenements, house or building within the limits of Bombay in excess of Ceiling limit.

AND WHEREAS prior to the execution of these presents the Flat Purchaser through confirming party has paid to the Promoter a sum of Rs. 20,000/- (Rupees _____ only) being part payment of the sale price of the flat agreed to be sold by the Promoter to the flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) which shall in no event exceed Fifteen per cent, of the sale price of the flat agreed to be sold to the Flat Purchaser, and the Flat Purchaser has agreed to pay to the Promoter through confirming party balance of the sale price in the manner hereinafter appearing.

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AND WHEREAS under section 4 of the said Act the Promoter is required to execute a written agreement for sale of the said flat to Flat Purchaser, being in fact these presents.

NOW THIS AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Promoter shall construct the said building/s consisting of ground and 7 upper floors on the said land in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them ;

Provided that the Promoter shall have to obtain prior consent in writing to the flat purchaser in respect of such variations or modifications which may adversely affect the flat of the purchaser.

2. The flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one Flat No. 5 of the Type 2 roomy kitchen of 610 sq ft ~~carpet~~ area admeasuring 750 sq. ~~meters~~ feet which is inclusive of the area of balconies) on 279 floor as shown in the floor plan thereof hereto annexed and marked Annexure D/S Shop No. — covered/ open Garage No. — in the D Wing of the building (hereinafter referred to as "the Flat") for the price of Rs. 2,10,000/- including Rs. — being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extend and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser through the confirming party hereby agrees to pay to the Promoter balance amount of purchase price of Rs. 1,90,000/- (Rupees one lakh ninety

thousand only) having been paid to village. Shempole
m/w. - R-876-98
Built up - 750 sq. ft.
Floor of concrete 1989 -

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the Promoter Rs. 20000/- (Rupees Twenty
thousand only) on or before
the execution of this agreement in the following manner:

(a) A sum of Rs. /- (Rupees
 only) paid as the earnest
money on the execution of this Agreement:

(b) The balance of the purchase price shall be paid in the
manner indicated below:

(i) Rs. 19000 /- (Rupees Nineteen
thousand only) on the
completion of plinth of Ground Floor of the
said building.

(ii) Rs. 19000 /- (Rupees Nineteen
thousand only) on the
completion of First slab of the said building.

(iii) Rs. 19000 /- (Rupees Nineteen
thousand only) completion
of Second slab of the said building.

(iv) Rs. 19000 /- (Rupees Nineteen
thousand only) the completion of
Third slab of the said building.

(v) Rs. 19000 /- (Rupees Nineteen
thousand only) on the completion
of 4th slab of the said building.

(vi) Rs. 19000 /- (Rupees Nineteen
thousand only) on the completion
of 5th slab of the said building.

(vii) Rs. 19000 /- (Rupees Nineteen
thousand only) on the completion of
6th slab of the said building.

(viii) Rs. 19000 /- (Rupees Nineteen
thousand only) the completion
of 7th slab of the said building.



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(ix) Rs. 19000 /- (Rupees Nineteen
thousand) only) on the comple-
tion of 8th slab of the said building.

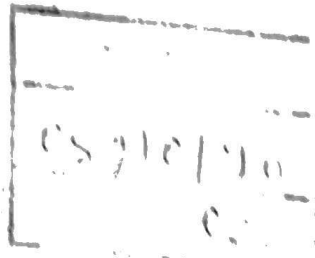
AND

(c) The balance sum of Rs. 19000 /- (Rupees Nineteen
thousand) only) of the acquisi-
tion price upon the Developers offering to deliver
to the Purchaser/Purchasers vacant possession of
the said Flat.

3. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser through the confirmation party obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.
4. The Promoter hereby declares that the Floor Space Index available in respect of the said land is 25,794.78 square meters only and that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Promoter elsewhere, then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilisation of said floor space index by him. In case while developing the said land and the Promoter has utilised and floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser. The Residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the promoter till the conveyance of the property in favour of the confirming party. Whereas after the conveyance of the property the residual F.A.R. (F.S.I.) shall be available to the confirming party.

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5. In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of a conveyance assignment of lease of the said land in favour of the confirming party make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable ensure that the said land is free from all encumbrances and that the Vendor/the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the confirming party such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Promoter in favour of the confirming party.

The Flat Purchaser agrees to pay to the Promoter interest at nine percent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this agreement from the date the said amount is payable by the Flat Purchaser to the Promoter.

7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate shares of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this agreement, after giving due notice thereof to the confirming party;

Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser Fifteen days prior notice through the confirming party in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement

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and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice:

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the instalments of the sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter through the confirming party but the Promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and tendering aforesaid amount of refund by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.



- 8. The fixtures, fittings and amenities to be provided by the Promoter in the building and the Flat are those that are out in Annexure 'D' annexed hereto.

- 9. The Promoter shall give possession of the Flat to the Flat purchaser on or before . If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, the Promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with simple interest at nine per cent, per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest hereon is refunded by the Promoter to the Flat Purchaser they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated.

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12. The Promoter shall use after the completion of the said buildings and after all the flats/shops/garage and all in the said buildings shall have been sold and disposed off by the promoter and after the Flat purchase of, Flats/shops/garages in the said buildings shall have paid in full all their respective dues payable to the promoter strictly complied with all the terms and conditions of their respective agreement with the promoter shall procure a conveyance or other proper document transferring the said land on part thereof together with the buildings/building in favour of the confirming party.
13. Commencing week after notice in writing is given by the Promoter to the Flat Purchaser through the confirming party that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such levies by the concern 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 said land and building/s.
14. (a) The Flat Purchaser of the Shop/garage alone be liable to pay the additional ground rent, if any, levied by the Municipal Corporation or any other concerned authority as the case may be in respect of the shop and accordingly a shop; garage No. _____ agreed to be purchased by the Flat Purchaser, the Flat Purchaser shall be liable to pay and shall pay a proportionate amount of the said additional ground rent.
- (b) The determination by the promoters or Society or Limited Company or Association as the case may be of the ground rent payable by the Flat Purchaser of the Shop/Garage shall be accepted and final and binding upon the Flat Purchaser.
15. The flat purchaser has perused and is aware of all the terms and conditions contained in the said documents recited

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above. The Flat Purchaser hereby agrees AND undertakes that notwithstanding anything to the contrary contained herein or in the said documents he/she shall be bound and liable to pay to the Promoter his/her proportionate shares in all taxes, outgoings and other charges in respect of the said premises from the date of Notice that the Flat Purchaser take the possession of the premises.

16. The Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said land and/or in the said building to be constructed thereon or their rights and benefits under the said Agreement of sale but so that the same will not effect or prejudice the right of the flat purchaser in respect of the said flat.

In respect of any amount liable to be paid by the Flat Purchaser to the Promoter under or by virtue of this Agreement the promoters shall have a first lien and charge on the said premises so long as the same shall remain unpaid.

18. The Flat Purchaser has prior to the execution of this Agreement inspected and satisfied himself/herself about the title of the land as well as title of the promoter to the Land. The Flat purchaser shall neither be entitled to further investigate the title of the Promoter nor shall not be entitled to raise any objection or requisition on any matter relating thereto.
19. The flat purchaser shall on or before execution hereof shall pay to the Promoter through the confirming party the following amounts:
- (a) The Purchaser/purchasers hereby agrees/agree to deposit with the developers a sum of Rs.2000/- (Rupees Two Thousand only) without interest for the performance of this Agreement.
- (b) The Purchaser/purchasers agrees to deposit with the developers a sum of Rs.500/- (Rs.Five Hundred only) towards the legal costs in respect of the agreement and/or further documents if any. This sum is not refundable.

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(k) Till a conveyance of building in which flat is situated is executed the Flat purchaser shall permit the Promoter and their surveyors and agents, with or without workman and others, at all reasonable times, to enter into and upon and said land and buildings or any part thereof to view and examine the state and condition thereof.

25. In the event of the Vendors transferring the said land or part thereof to the confirming party the Vendor shall have a right to dispose of the remaining Flat/shops in the said building in such manner as they shall think fit and the sale proceeds thereof shall belong absolutely to the promoter and the Purchasers of such remaining flats/shops shall be accepted as member of the Co-operative Society and which is confirming party, as the case may be the promoter shall in that case shall not be required to pay any transfer fees to the confirming party.

26. The stamp duty and Registration charges shall be borne and paid by the flat purchaser alone that any other taxes, such as sales tax, income tax, levied by the State or Central Government, then the flat purchaser shall be liable to pay such taxes even before or after the possession of the said flat, when such taxes become due when demanded.

27. The Terraces on the building and/or attached to an flat or premises shall always belong to the Promoter for their benefit and they shall be entitled to deal with and dispose of the same in such manner as they deem fit. In the event of the Promoter obtaining permission from the Municipal Corporation for construction of any type of premises on the terrace, then the Promoter shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them on the terrace together with the benefit of the said Flat to such person or persons or parties at such rate and on such terms and conditions as the promoter may deem fit. The promoter shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of such buyers of such premises constructed on the terrace as

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aforesaid. The flat purchaser will have no objection to the confirming party accepting the buyers of the premises that may be constructed on the terrace as its member/s. In the event of an water storage tank being constructed on the terrace of the said building for the benefit and use of the various flat/shops/showrooms/garages or other premises then the confirming party shall be entitled to depute its representative to go the terrace for the regular check up and upkeep, maintenance and for repairing the tanks as at all resonable time to time as may be mutually agreed to between the Promoter and the buyer of the terrace premises.

30. The confirming party hereby give its consents to these presents.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL that piece or parcel of land situate at Village : Eksar, Taluka : Borivli in Greater Bombay being City survey No.418, 418/1 to 10 and 419/E, Survey No.32 admeasuring 30,000 square yards or 25,085.90 sq. meters or thereabouts (6 acres and 15 gunthas) and bounded on the North by lands being C.S.T.No.422, 423, 424, 443, 445 on the South by lands being C.S.T. No.386, 408, 417, 415, 416, on the East by land being C.S.T. No.420, 377, 384 and 385.

THE SCHEDULE NO. II HEREIN ABOVE REFERRED TO:

All that piece or parcel land situate at Village: Eksar, Taluka, Borivli in Greater Bombay being final plot No.513 admeasuring 3787.80 square meters and bounded on the North by land bearing FP Nos. 507 & 519, on the south by Final plot No.504 & 522, on the East by 60 feet road and West by F.P.No.512 and recreation ground.

BK
S. D. Deshpande



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by the withinnamed BUILDERS/PROMOTER M/s. PRANAM DEVELOPERS in the presence of

For PRANAM DEVELOPERS
[Signature]
PARTNER

Signature
Name
Address

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SIGNED, SEALED AND DELIVERED by the withinnamed confirming party PRANAM CO-OPERATIVE HOUSING SOCIETY LTD. through its Chairman and Secretary pursuant to the Resolution passed in the meeting of Managing Committee held on 22-04-1990 in the presence of *B. B. K. D. R.*

Signature
Name
Address

SIGNED, SEALED AND DELIVERED by the withinnamed "FLAT PURCHASER" in the presence of *SHRIBALAKSHMI VILAS DESHPANDE*

Deshpande

Signature
Name
Address

[Signature]
R. G. Goshwami
4/18, Meewan (7/8) SRC,
Kodango Nagar, Kora
Kandla (Borivli CW)
Bambur - KODU 2

WE SAY RECEIVED
For PRANAM DEVELOPERS
[Signature]
PARTNER
DEVELOPERS.

RECEIPT

Received of and from the withinnamed Purchaser/purchasers the total sum of Rs. 20000/- (Rupees Twenty Thousand only) being the amount of earnest money to be paid by the purchaser/purchasers to the Promoter as within mentioned.

WE RECEIVED
For PRANAM DEVELOPERS
[Signature]
PARTNER