

## AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Navi Mumbai, District Thane on this \_\_\_\_ day of \_\_\_\_\_, 2024

### BETWEEN

**M/S KAMDHENU LIFESPACES** (PAN AASFK0883F) a Partnership Firm incorporated under Indian Partnership Act, 1932 having its Office at its Office No. 1603/04/05/06, Kesar Solitaire, Plot No. 5, Sector 19, Sanpada, Navi Mumbai 400 705 through its Partners **Shri (1) SHRI. SURINDER ANANTRAM SABHLOK (2) SHRI. KANTILAL SANTOKDAS VAISHNAV (3) SHRI. DINESH RAMRATAN KHANDELWAL** (the “**PROMOTER**”) (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its partners, their survivors, heirs, executors, nominee, administrators and assigns of such last survivor) party of **FIRST PART**;

### AND

**1) MRS. NAMRATA SAKHARAM GAIKWAD**, (PAN No. ANZPG1014A), individual aged **40 Years** **2) MR. JAINANDAN KHADSE**, (PAN No. AHOPK9629E), individual aged **44 Years**, both Indian inhabitant residing at, **PLOT NO. 63, THAKUR LAYOUT, NEW SONKHAS, JAMB ROAD, SONKHAS, MANGRULPIR, WASHIM, MAHARASHTRA 444 403.** (the “**ALLOTTEES**”) (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the Party of the **OTHER PART**.

The “Promoter” and “Allottees” are hereinafter collectively referred to as “*Parties*”

### WHEREAS:

A. The City & Industrial Development Corporation Of Maharashtra Ltd (“**CIDCO**”), a company incorporated under the Companies Act, 1956 (1 to 1956) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021, is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (the ‘*Act*’) for the New Town of Navi Mumbai by the Government of Maharashtra in 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.

- B. The State Government of Maharashtra has acquired Plot within the delineated area of Navi Mumbai and vested the same in the CIDCO by order duly made in that behalf as per the provisions of section 113 of the said act.
- C. Vide 'Allotment Letter' dated 30<sup>th</sup> March, 2021, M/s. CIDCO Ltd., agreed to allot Promoter Leasehold Land bearing Plot No. 20 + 21 admeasuring 3,000.26 Sq. Meters (the "**Plot**") situated at Sector 08, Sanpada, Navi Mumbai on terms mentioned therein. The said Plot is more particularly described in the **FIRST SCHEDULE** hereunder. **A copy of Layout Plan of the said Plot is annexed hereto as Annexure A.**
- D. Vide 'Agreement to Lease' dated 16<sup>th</sup> September, 2021 M/s. CIDCO Ltd., granted license to Promoter to enter upon said Plot for constructing Residential cum Commercial Building on it on terms and conditions mentioned therein. The said Agreement to Lease is duly registered with the Sub Registrar of Thane under registered Serial No. TNN-3-15387-2021 on 20<sup>th</sup> September, 2021.
- E. The Promoter proposed to develop a 'Residential Cum Commercial' Building of Ground + 36 Upper Floors on the said Plot by utilizing potential 14,479.344 Sq. Meters of FSI (the "**Project**"). The said Project is more particularly described in the **SECOND SCHEDULE** hereunder. In addition, the Promoter will be providing amenities in the said Project which are more particularly described in **THIRD SCHEDULE** hereunder. The said Project together with all amenities will constitute the whole project named as "**KAMDHENU VOGUE**".
- F. Vide its letter dated 23<sup>rd</sup> March, 2022 bearing reference no. NMMC / TPO / BP / Case No. 20211CNMMC18482 / 869 / 2022 (the 'Commencement Certificate'), the Promoter got plans sanctioned and obtained commencement certificate from Navi Mumbai Municipal Corporation ("**NMMC**") for constructing Ground + 13 upper floors of the said Project by utilizing FSI of 4,209.90 sq. meters from its potential FSI of 14,479.334 sq. meters available on the said Plot. Accordingly, the Promoter commenced the construction of Ground + 13 upper floors of the said Project. The

Promoter had registered the Project with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**") under Registration No. P51700035135 in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 (the "**RERA**") and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017. A Copy of Certificate issued by MahaRERA is annexed herewith as **Annexure C**.

- G. Vide 'Deed of Mortgage' dated 26<sup>th</sup> September, 2022 Aditya Birla Finance Limited has granted credit facility to the Promoter by creating first charge on said Plot, unsold Units of the Project and other Plots mentioned therein on terms and conditions recorded therein. The said Deed of Mortgage is duly registered with Sub-Registrar of Thane under registered serial no. TNN3-17059-2022.
- H. Now, the Promoter has obtained from NMMC amended commencement certificate dated 10th August, 2023 bearing reference no. NMMC/0001/2023/AutoDCR, ("Amended CC") for constructing the Ground + 30 floors by utilizing FSI of 11,588.11 sq. meters from its potential FSI of 14,479.344 sq. meters for which plans are sanctioned by NMMC on 10th August, 2023. Upon receipt said Amended CC the Promoter has updated and done required modification on the MahaRERA portal for registration no. P51700035135.
- I. Thereafter the promoter has obtained from NMMC, Final Commencement Certificate dated 29/12/2023 bearing reference number NMMCB/0007/2023/AutoDCR ("**Final CC**") for construction Ground + 36 floor by utilising total FSI of 14471.25 sq mtrs out of total potential FSI of 14475.69 sq. mtrs. for which plans are sanctioned by NMMC on 29/12/2023. Upon receipt of Final C.C the promoter has updated and done required modification on MAHARERA portal for Registration No P51700035135. **A copy of said Final CC is annexed hereto as Annexure B.**
- J. The Promoter has appointed a Structural Engineer **Mr. Vikas V. Gokhale (M/S. ASC Associated engineer LLP** for the preparation of the structural design and drawings of the buildings in the Project.

- K. The Promoter has engaged **DIMENSIONS** Architects PVT. LTD as the Architect registered with the Council of Architect for the said Project (the “Architect”).
- L. The ‘Title Certificate’ dated 29/04/2022 issued by Advocate Bharat Agarwal for said Plot has been seen and inspected by the Allottees. A copy of said Title Certificate is appended hereto as **Annexure D**.
- M. Upon the demand of Allottees the promoter has given Allottees the following documents for inspection;
- a. Copy of Allotment letter’ dated 30/03/2021
  - b. Copy of registered “Agreement to Lease” dated 16/09/2021 executed between (“CIDCO”) and the Promoter is entitled to develop residential cum commercial building on said Plot.
  - c. Proposed layout plan for said Project;
  - d. Commencement Certificate dated 23/03/2022 bearing reference no. NMMC / TPO / BP / Case No. 20211CNMMC18482 / 869 / 2022;
  - e. Amended Commencement Certificate dated 10/08/2023 bearing Building Permit no. NMMC/0001/2023/AutoDCR from NMMC;
  - f. Final Commencement Certificate dated 29/12/2023 bearing Building Permit no. NMMCB/0007/2023/AutoDCR from NMMC
  - g. Sanctioned Building plans as per the said Final CC;
  - h. Sanctioned layout Floor Plan;
  - i. Title Report dated 29/04/2022
  - j. MahaRERA registration Certificate bearing no. P51700035135;
  - k. Declarations uploaded on RERA portal
  - l. LOI from NMMC with Plans.
- N. The Allottees have taken inspection of the aforesaid documents and writings including sanctioned plans, and other relevant documents and have perused MahaRERA portal and checked all the documents uploaded therein available to the allottee, the Allottees have visited the site of construction and made himself/ herself/themselves familiar with the terms and conditions imposed by the NMMC/CIDCO and other relevant authorities. The Allottees/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. The Allottee/s have inspected, verified and satisfied with the Title of the Plot and shall not raise any objection/ dispute with

respect to the same in future.

- O. The Allottees have applied to the Promoters for allotment of **Flat No. 1904** admeasuring about **91.096 sq. meters** of RERA carpet area (the "**Flat**") on **Ninetieth Floor** of the said Project. The said Flat is more particularly described in **FOURTH SCHEDULE** hereunder. The said Flat is marked separately in the floor plan is appended hereto as **Annexure E**. Further, Allottees have requested the Promoter for Reservation of **Two Covered** parking space in the said Project.
- P. The Allottees have offered to pay to the Promoter a sum of **Rs. 2,64,58,000/- (Rupees Two Crore Sixty Four Lakhs Fifty Eight Thousand Only)** as consideration for transferring the said Flat along with reservation of **Two Covered** parking space in name of Allottees (the "**Consideration**") which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees have paid to the Promoter a sum of **Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only)** being the part consideration out of said Consideration (The "**Part Consideration**") for Promoter agreeing to sell the said Flat along with reservation of **Two Covered** parking space to the Allottees and the Promoters do hereby admit and acknowledge receipt of said Part Consideration. The Allottees have Agreed to pay to the Promoter the balance consideration of **Rs. 2,59,54,000/- (Rupees Two Crore Fifty Nine Lakhs Fifty Four Thousand Only)** (the "**Balance Consideration**") to avail the benefits of discounted booking price.
- Q. The Parties have accordingly decided to record their agreement in writing for transfer of said Flat upon the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. PROJECT:**

- 1.1. As per the policy of the planning authority i.e Navi Mumbai Municipal Corporation ("NMMC") total available FSI on the said Land is 14,479.334 sq. mtrs ("Permissible FSI"). The Promoter intends to develop a 'Residential Cum Commercial' Building of Ground + 36 Upper Floors on the said Plot by utilizing potential 14,479.344 Sq. Meters of FSI (the "**Project**"). The said Project is more particularly described in the **SECOND SCHEDULE** hereunder. In addition, the Promoter will be providing amenities in the

said Project which are more particularly described in **THIRD SCHEDULE** hereunder. The said Project together with all amenities will constitute the whole project named as "**KAMDHENU VOGUE**".

- 1.2. Vide its letter dated 23<sup>rd</sup> March, 2022 bearing reference no. NMMC / TPO / BP / Case No. 20211CNMMC18482 / 869 / 2022 ("**Commencement Certificate**"), the Promoter got plans sanctioned and obtained commencement certificate NMMC for constructing Ground + 13 upper floors of the said Project by utilizing FSI of 4,209.90 sq. meters from its potential FSI of 14,479.334 sq. meters available on the said Plot. Accordingly, the Promoter commenced the construction of Ground + 13 upper floors of the said Project.
- 1.3. Thereafter Promoter obtained from NMMC amended commencement certificate dated 10th August, 2023 bearing reference no. NMMC/0001/2023/AutoDCR, ("**Amended CC**") for constructing the Ground + 30 floors by utilizing FSI of 11,588.11 sq. meters from its potential FSI of 14,479.344 sq. meters for which plans are sanctioned by NMMC on 10th August, 2023. Upon receipt said Amended CC the Promoter has updated and done required modification on the MahaRERA portal for registration no. P51700035135. A copy of said Amended CC is annexed hereto as **Annexure B**.
- 1.4. Thereafter Promoter also obtained from NMMC, Final Commencement Certificate dated 29/12/2023 bearing reference number NMMCB/0007/2023/AutoDCR ("**Final CC**") for construction Ground + 36 floor by utilising total FSI of 14471.25sq mtrs out of total permissible FSI of 14475.69 sq. mtrs. for which plans are sanctioned by NMMC on 29/12/2023. Upon receipt of Final C.C the promoter has updated and done required modification on MAHARERA portal for Registration No P51700035135.
- 1.5. The Promoter has represented under this Agreement that it is entitled to develop the said Plot by utilizing the total permissible FSI of 14,479.344 sq. mtrs available on the said Plot. Accordingly, the Allottee has given its consent to the Promoter to develop the said Project land by utilizing the entire Permissible FSI of 14,479.344 sq. mtrs and therefore add such additional floors and units, as may be necessary, subject to approvals and sanctions from NMMC.

- 1.6. If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the Unit allotted to the Allottee.
- 1.7. The Promoter has represented and Allottees have agreed that proposed amenities in the Project will be made available for use only after completion of the said Project. The Allottee has seen and satisfied themselves with the entire plan for future development and have given their consent to the consumption of entire FSI and changes in the exiting and additional plans as per full utilisation of available FSI.

## **2. DESCRIPTION OF FLAT:**

- 2.1. The Allottees hereby agree to purchase from Promoter and Promoter hereby agree to sell to Allottees **Flat No. 1904** having RERA carpet area admeasuring of **91.096 Sq. Meters** RERA carpet area (the "**Flat**") on **Ninetieth Floor** of the Project. Further, the said Flat is more particularly described in **Fourth Schedule** hereunder.
- 2.2. The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in **Annexure F**. Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.
- 2.3. In addition, and without any further monetary consideration, the Allottee is entitled to a Deck Area of **6.840 Sq. Meters**, Dry Area of **2.865 Sq. Meters**, being the ancillary area, all collectively admeasuring **9.705 Sq. Meters** (the "**Additional Area**"). The said Additional Area is marked separately in the Floor Plan appended as '**Annexure E**'.
- 2.4. The aggregate of the carpet area of said Flat + Additional Area totalling to **100.801 Sq. Meters.**, referred as "**Gross Usable Area**" is available for use by the Allottee.

### 3. CONSIDERATION:

- 3.1. It is mutually agreed by and between the parties that consideration for sale of said Flat along with reservation for **Two Covered** parking space shall be **Rs. 2,64,58,000/- (Rupees Two Crore Sixty Four Lakhs Fifty Eight Thousand Only)** (the "**Consideration**"). The said consideration amount does not include any taxes and other statutory payments which are to be paid separately by Allottees. The consideration as agreed between the parties hereto for the sale of said Flat has been determined on the basis of all disclosures.
- 3.2. The Promoter hereby acknowledges receipt of the said Part Consideration paid by Allottee/s before execution of this Agreement.
- 3.3. The Allottee/s has Agreed to pay balance consideration of **Rs. 2,59,54,000/- (Rupees Two Crore Fifty Nine Lakhs Fifty Four Thousand Only)** (the "**Balance Consideration**") to the Promoter by availing loan facility from the bank/ financial institution towards the full and final payment of said Consideration as per **FIFTH SCHEDULE** hereunder
- 3.4. The Allottees have negotiated the Consideration herein above by offering to pay to the Promoter the said Consideration on the execution of this agreement which has been accepted by the Promoter as per **FIFTH SCHEDULE** hereunder.
- 3.5. Allottees hereby agree to pay the escalation on said Consideration on following grounds:
  - a. Any increase on account of development charges payable to the competent Authority.
  - b. Any other increase in charges which may be levied or imposed by the competent Authority from time to time.
  - c. Additional cost/charges imposed by the competent authorities,
  - d. The Promoter may charge the Allottees separately for any upgradation/ changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility.
  - e. Additional/new taxes that may be levied from time to time.



#### 4. ADDITIONAL CHARGES:

The Allottees shall, on or before delivery of possession of the said Flat pay to the Promoter as and when demanded further amounts on following account:

- a. Legal and document charges at the time of execution of this Agreement.
- b. Valuation report.
- c. Development Charges/Transfer Charges/Infrastructure Development charges payable to NMMC, CIDCO.
- d. Proportionate Stamp duty and registration charges for Conveyance Deed
- e. Water and Drainage connection deposit and meter charges or any other charges imposed by the NMMC, CIDCO or other Government Authority.
- f. Electricity Connection, Meter Deposit, MSEB Service Charges or any other Electricity service provider charges, cable charges and transformer charges payable to concerned Departments/ Authorities.
- g. Co-operative Society/Condominium of Apartments/Limited Company Formation/ Registration Charges.
- h. Proportionate Property Tax in respect of the said Plot/said Flat from the date of Promoters obtaining the Part/Full the Occupancy Certificate as applicable.
- i. Stamp Duty and Registration Charges on Flat. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j. Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government Authorities.
- k. Any other charges including CIDCO transfer charges, taxes and expenses levied by the Government Authorities.

#### 5. MODE OF PAYMENT:

- 5.1. All payment/Considerations shall be made by Allottees by drawing cheque / DD /RTGS in the name of **"KAMDHENU LIFESPACES RERA COLLECTION ESCROW A/C"** or other account as Promoter may intimate subsequently to the Allottees. Allottees shall also pay other statutory dues, which may be levied from time to time.

Details of Bank Accounts are as provided herein below:

NAME	KAMDHENU LIFESPACES RERA COLLECTION ESCROW A/C
BANK NAME	ICICI BANK
BANK ACCOUNT NUMBER	095605001641
BRANCH NAME	SANPADA
IFSC CODE	ICIC0000956
MICR CODE	400229093

5.2. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottees and the TDS certificate is received by Promoter from Allottees.

5.3. The Allottees have made a payment of **Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only) ("Part Consideration")** towards booking of the said Flat which has been adjusted against the consideration as mentioned hereinabove. Promoter hereby acknowledges the receipt.

5.4. The Allottees shall also pay GST as per prevalent rates and rules and regulations.

**6. PAYMENT OF STATUTORY DUES AND TAXES:**

6.1. In addition to the Consideration of said Flat as above the Allottees shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, as made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottees at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottees shall make over such payment to Promoter within Fifteen (15) days of notice of demand from Promoter.

- 6.2. Further, the Allottees shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of Stamp Duty, Legal Charges and Registration Charges. The Promoter undertakes to make themselves available through an authorized representative for the purpose of registration at fifteen (15) days' notice from Allottees. The Promoter shall not be liable under any law for any delay, laches and/or negligence shown by the Allottees in presenting this agreement for registration before the competent Authority. The Allottees indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.
- 6.3. If Taxes, Charges, Duties of any nature is levied by the Government, or statutory bodies on this transaction, the same shall be payable by the Allottees directly or through the Promoter as the case may be. If any such Taxes, Charges, Duties of any nature is paid by the Promoter then the same shall be reimbursed by the Allottees to the Promoter at all time. The Allottees indemnify and keep indemnified hold harmless the Promoter against any payment to be made to the concerned department on account of GST or other Taxes, Charges, Duties of any nature whether in present or in future.
- 6.4. The Stamp Duty and Registration Charges on this agreement shall be borne and paid by the Allottees and shall keep Promoter indemnified from the same.

## **7. NOTICE OF DEMAND:**

- 7.1 Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving Fifteen (15) days' time from date of notice to Allottees for making the payment. The said notice of demand shall be accompanied by a certificate from the Project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/Speed Post/ Email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from the Promoter. Thereafter the Allottees shall be barred from claiming non receipt of the notice of demand.

- 7.3 Timely payment of all the above installments along with applicable taxes/amount on their respective due dates and any other sum payable under this agreement by the Allottees is the essence of this contract/Agreement. Constructive and physical possession of the said Flat shall be handed over to Allottees by the Promoter only upon receipt of all payments mentioned in this agreement.

## **8. DEFAULT BY ALLOTTEES:**

- 8.1 Following shall be deemed to be default on the part of Allottees during the construction stage and after:
- 8.2 Default in making timely payment of sums due as mentioned in this agreement.
- 8.3 Creating nuisance on the site resulting in danger/damage to the said Project/Plot, threat to life;
- 8.4 Delay in accepting the possession of the unit within a period of one (01) month on intimation to take possession by Promoter;
- 8.5 Refusing/ delaying to take membership of society formed for the said Project;
- 8.6 Breach of any terms and conditions of this agreement.
- 8.7 Breach of any law or provisions thereto.
- 8.8 Obtain forceful occupancy/possession of said Flat before receipt of occupation certificate by competent Authority.
- 8.9 The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees as per clause 9.2.

## **9. TERMINATION OF AGREEMENT:**

- 9.1 On the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local Authority and other outgoings), the Allottees agree to pay to the Promoter simple interest at the State Bank of India's marginal cost of lending rate + 2%, on all the amounts which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this Agreement.

- 9.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 9.1 above, on the Allottees committing default as per clause 8.1 above and on the Allottees committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottees, by registered post AD/ Speed Post/Email-id at the address provided by the Allottees 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter may terminate this agreement unilaterally.
- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by him till that date (subject to adjustment of 15% of the consideration or **Rs. 3,00,000/- (Rupees Three Lakhs Only)** whichever is higher as liquidated damages and service charge) such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of resale of the said Flat and receipt of entire consideration. The Allottee shall ensure registration of cancellation/termination deed and resignation from the membership of the society as per clause 9.4. If the Allottees has obtained a loan from any financial institution against the mortgage of the said flat, it shall be the responsibility and liability of the Allottees to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottees has obtained NOC. Any balance amount after discharging the financial institution shall be paid to the Allottees.
- 9.4 The Promoter shall also move for expulsion of the Allottees from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottees will be required for such expulsion.
- 9.5 Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit.

9.6 Provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottees.

9.7 If the allottee terminates this agreement, then the Promoter will be entitled to forfeit an amount of **Rs. 3,00,000/- (Rupees Three Lakhs Only)** or 15% of the consideration whichever is higher and refund the balance amount paid by the Allottee. The Promoter is not liable to refund the GST, taxes and other statutory charges collected from the Allottees. The Promoter shall refund the balance amount only upon execution and registration of formal Cancellation Deed by the Allottee. The Promoter may at its own option also approach the Authority under RERA for seeking appropriate order for cancellation of this agreement.

## **10. DECLARATION BY THE PROMOTERS:**

Promoter hereby declares as follows:

- 10.1 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottees, apply to the concerned local Authority for occupancy and/or completion certificate in respect of the Flat and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter has obtained permission from the competent authorities for carrying out construction upto 36<sup>th</sup> Floor of the said Project i.e., Offices & Parking on Ground Floor, Car Parking on five Podium Floors, Amenity on Sixth Floor and Seventh to Thirty Six Residential Floors. The Sanctioned plan for the entire Project has been placed before the Allottee and same has been inspected and understood.
- 10.3 The Promoter will be forming one common society for said Project under the Maharashtra Cooperative Societies Act, 1960 as an association of the units Purchasers (the "*Society*") in the Project. The said Plot will be conveyed/ leased to Society upon receipt of final unconditional Occupancy Certificate for the said Project.

- 10.4 The common amenities in the Project described in Third Schedule hereunder are being developed along with the Project. The building would be completed and handed over to Society. The Project amenities would be handed over to the Society once the Project is complete. The Allottee is entitled to use the common amenities in the Project as and when they are completed irrespective of formal handing over to Society provided the Allottee has become a member of Society and has taken possession of its Flat.
- 10.5 The common amenities in the Project described in Third Schedule hereunder shall be shared between prospective unit purchasers in the Project.
- 10.6 The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting/delaying the supply of electricity or due to the Local Authority concerned delaying the supply of permanent 'water connection' or NMMC infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count. The allottee cannot refuse to take possession on above grounds.
- 10.7 That the Promoter would be entitled to put up sign boards, neon signs boards displaying its Project name and Promoters Group Name in any part of the Project like Terrace, Common Area and Garden etc. The Promoter/Society at its own cost would maintain the said board till the said Plot is conveyed to the Society. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 10.8 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure F in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

- 10.9 The Carpet Area of the said Flat which is proposed to be constructed in the said Project is approximate **91.096 Sq. Meters**, however the actual Carpet Area of the said Flat may vary up to 3% due to design and construction exigencies. In the event of there being a difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agree to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottees within forty-five days from such demand being made by the Allottees. If there is any increase in the carpet area of the said Flat allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. The area certified by the Project Architect shall be final and binding on both parties.
- 10.10 If any structural defects of workmanship quality is discovered within five years from the date Promoter issuing possession letter to Allottees for taking possession of the said Flat, then, wherever possible such defects shall be rectified by the Promoter through the respective Original Agencies at his own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottees maintain the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence,



with or without the permission of the competent Authority and/or society, this warranty shall stand lapsed. Further, in the following cases where the Allottees (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iii) make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. The aforesaid warranty given by the Promoters shall not be invocable.

- 10.11 The Allottee shall not install/ fix grills in the windows of the Flat. All grills in the entire building will only be provided by the Promoter to maintain standardization and uniformity in the grills. The Allottee shall pay necessary charges for the grill and its installation to the Promoter along with relevant GST as and when invoice is raised by the Promoter.

#### **11. AMENDMENT TO PRESENT SANCTIONED PLAN:**

- 11.1 The Promoter has shown the proposed Project plan to the Allottees. The Allottees have understood the proposed changes and thereby accord unconditional and irrevocable approval and consent to the Promoter to obtain a revised sanction of the above proposed plan at the cost and effort of the Promoter and utilise it for self by the Promoter. The Allottee shall not claim any rights in such additional FSI which will be utilized as and when sanctioned for constructing additional six floors on the said plot.
- 11.2 The Allottees also undertake and assure the promoter that he/she shall not raise any objection or seek either any cost, interest, compensation or refund of consideration by whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as disclosed above.

#### **12. DECLARATION BY THE ALLOTTEE:**

Allottees hereby declares as follows:

- 12.1 Allottees have verified the documents including title search report and the conditions of commencement certificate, amended commencement certificate and the sanctioned plan. The Allottee is satisfied that the Promoter has absolute, clear,

developable and marketable title to the said Plot so as to enable it to convey the said Plot to the Society to be formed.

- 12.2 Allottee has verified and understood the plan prepared by the Promoter for the said Project and he/she hereby gives irrevocable and unconditional consent for the promoter making changes in said Project as per said proposed project upon getting permission and sanctions from the concerned Authority. The Allottee hereby undertakes to execute all documents as and when required by the Promoter for the purpose of revising the existing plan and for development.
- 12.3 The Allottees hereby declares that he has considered the date of possession as mentioned in this agreement which is for Project. The amenities of the Project will be available for use after completion of the Project. The Allottee hereby declares that he understands that this agreement is for Flat in the said Project.
- 12.4 The Allottees hereby agrees and undertakes to take possession of their Flat if the Promoter obtains the part occupancy certificate and/or occupancy certificate for the said Project. The Allottees hereby assures and declares that they will not default or delay the taking of possession of the Flat only because of part occupancy certificate is obtained for the said Project and/or the amenities are yet to be completed and handed over. This decision is solely in the hands of the Promoter.
- 12.5 Allottees shall not in any case interfere with the development activity undertaken in respect of said Project and also more particularly for the said Flat.
- 12.6 Allottee is eligible and entitled to purchase the said Flat and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.
- 12.7 Allottees have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said Plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and

absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI/TDR available on the said Plot by constructing Building as mentioned herein and reserve for future development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI/Building potential in such manner and in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society, Co-operative Housing Association is formed or Deed of Conveyance/Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or proper and Promoter hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI/TDR or any incremental FSI/Building potential by constructing such permissible tenements on the said Plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

- 12.8 The Allottee has verified and perused the development permission and commencement certificate, Amended CC, Final CC and the conditions contained therein. The Allottee have also understood the said Project plan to be developed by Promoter which is the part of said Project. The Allottees have also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like NMMC in providing permissions and infrastructure for the project.
- 12.9 The Allottee has taken a decision to purchase the Flat at this stage of the Project due to reduced pricing and hence has agreed to take Project risk of delays due to various infrastructural issues and government delays. The Allottee understands that in future the prices of units will go up and therefore to save substantial money the Allottee has taken a decision.

- 12.10 The Allottees hereby assure and undertake that he will not hold the Promoter liable for any delays which are beyond the control of the Promoter especially delays attributable to NMMC, CIDCO or delays due to the various amendments made to governmental policies during the development of the said Project. The Allottees declare that they will not claim any interest or compensation from Promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by Promoter. The Allottee has agreed to off-set the benefit of lower pricing of Flat against any delay in future.
- 12.11 If Allottees wish to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottees or to any of his family members or friends.
- 12.12 Allottees shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottees shall remedy the default within the period prescribed in this agreement. The Allottees shall not object to the cancellation of this agreement if the default continues.
- 12.13 The Promoter may complete any part, portion or any floor of the said Project and obtain part occupation certificate and give possession of the said Flat/Shop to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said Flat in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said flat. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.
- 12.14 In the event of any alteration or change in plan the Allottee will revert with their objection in writing with their reasons within 07 days of receipt of intimation from the Promoter failing which it will be presumed that the Allottees has no objection. The Promoter will be entitled to proceed with the change/alteration.

- 12.15 The Allottees shall obtain “No Objection Certificate” and “No Dues Certificate” from the Promoter to transfer the right, title and interest in respect of the said Flat to a third party. The Promoter shall grant such NOC only after all dues payable under this agreement has been paid by the Allottees. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as ‘void-ab-initio’.
- 12.16 The Allottees have represented that they accept the Reservation of **Two Covered** Parking Space. Further, the Allottee understands and assures to extend full cooperation and understanding with respect to reservation of the parking space in Project with other Allottees.
- 12.17 The Allottees shall not put adverse and derogatory news, material and opinion in any form or manner about the project or the Promoters. Any default by the Allottees would be treated as breach of contract and the Promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottees.
- 12.18 The Allottees shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent Authority including the corporation or due to reasons beyond the control of the Promoter.
- 12.19 That Allottees are aware that the Promoter will be obtaining permission, approvals, NOCs from the competent authorities in different parts for developing said Project and updating the RERA portal for same from time to time.
- 12.20 The Allottees are aware that common amenities of the Project shall be conveyed to Society which shall be shared between unit owners of Project.

### **13. UNDERSTANDING BETWEEN THE PARTIES:**

The Promoter and the Allottees also agree to the following:

- 13.1 Both Parties have agreed to enter into this agreement only because of specific understanding arrived at and declarations and assurances given by each Party to

the other. Such undertakings, assurances and declaration given by the Parties to each other is the essence of this contract and is binding on the respective Party without any exception. The Parties will not resile from their respective declarations and undertakings given in this agreement and any violation to such undertaking shall entitle the other Party to terminate this agreement for default and all consequences shall follow as per this agreement.

- 13.2 The Allottees shall be permitted/allowed to occupy the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after Allottee making all payments as per this agreement to Promoter.
- 13.3 The Allottee shall not request/demand permission to carry out the interior works in the said Flat prior to receipt of the Occupancy Certificate/Part Occupancy Certificate.
- 13.4 The Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work being executed by the Allottees is violating any approved plans or permissions, harmful to the said Flat or to the structure, I and/or elevation of the said Project then, Promoter can instruct the Allottees to stop such interior work and the Allottees shall stop such interior work at once, without raising any dispute. Thereafter the Allottees at their own cost shall make the rectification to restore such unapproved changes to its original state.
- 13.5 The Allottees will ensure that the debris from the interior works shall be dumped in an area of the flat and will be cleared by the Allottees, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottees.
- 13.6 The Allottees will further ensure that the contractors and workers (whether engaged by the Allottees) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may

block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Project.

- 13.7 The Allottees shall ensure that the contractors and workers do use the toilets in the said Flat Only and not spoil any part of the Project.
- 13.8 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held responsible for any loss/theft/damage to the same.
- 13.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottees at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone.
- 13.10 During the execution of interior works, if any of the Allottees contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Project. Further, the Allottees shall be responsible for acts of such persons.
- 13.11 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 13.12 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.
- 13.13 Having regard to the elevation of the buildings in the said Project, the Allottees shall not fix grills/railings. The Allottees shall affix the external grill/railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters after the formation of

Society/ Association. Accordingly, the Promoter has informed the Allottees that with a view to maintain the aesthetics and elevation of the said Project, the Allottees shall not extend the railings provided to the said Flat/ fix the grills of any random design to the windows/balcony.

- 13.14 Similarly, the Allottees shall not install individual Dish Antenna for the Set Top Box on the common Terrace on the Top Floor. The Promoter shall grant permission to install common BDU/MDU to a preferred service provider only in the area specifically earmarked for the said purpose. Further, no other new/additional facility/service/s, should be allowed to be installed by the Allottees individually. The Promoters at its sole discretion shall grant permission to one or more service providers to install common infrastructure for DTH and other services for providing services to all Allottees of the building.
- 13.15 Not put or place flower pots, Vases or any plantations outside the Windows.
- 13.16 The Allottees shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 13.17 The Allottees shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter and access to any fire, electrical, plumbing ducts/shafts in no manner be blocked or denied during the life of the Project.
- 13.18 The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- 13.19 The Allottee undertakes not to enclose common lobbies, passages, ducts, shafts etc., drilling holes in walls, else it will void Promoters guarantee and further he will not be inducted as a member in the Society. This clause will not absolve the Allottee from any monetary fine or penalty that may be levied by any competent Authority.



- 13.20 The Lift facility in this Project shall be used as per rules of the Co-operative Society formed for the management of said Project. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee hereby give his / her/ their assurance and consent in it.
- 13.21 The Allottees ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottees at their own expense within 30 days of written notice from the Promoter or shall be deducted from any such security deposits collected.
- 13.22 The Allottee hereby further undertake that at the point of time when there is Conveyance Deed being prepared, the Promoter shall add the above mentioned conditions in the Conveyance Deed. The said clause shall be binding on the entire Society and its members.
- 13.23 The Promoter has explained and the Allottee has understood and accepted that the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottees or the Society shall at its own cost before the expiry of such warranties, shall obtain renewal comprehensive annual maintenance contracts from various Manufacturers and Service Providers.

13.24 That The Promoter have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects/hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin materials used, in the structure built of the Premises/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

13.25 The Promoter has provided the necessary Parking space. In this regard, the Promoter have categorically informed the Allottee & the Allottee has/has noted the following:

- a. Society formed shall maintain the Parking area.
- b. The Allottee shall not enclose or encroach on the parking area that is being provided to the Society. This area being left, as parking, shall remain as is approved by the authorities and as per plan The Allottee hereby further undertake that the parking area shall not be enclosed at any later stage, failing which the concerned Authority is liable to take legal action against the Allottee and the Society.
- c. The Promoter at its sole discretion reserve the parking space for the Allottees, at the request of Allottee and the parking space selected by Allottees, after perusing and inspecting sanctioned plan of the Project. That the Allottee shall not object or raise any dispute to any reservation of a particular Parking space in part of the parking area.

#### **14. DATE OF POSSESSION AND FORCE MAJEURE:**

14.1 Promoter shall give possession of the Flat to the Allottees on or before **31<sup>st</sup> March, 2027** date subject to receipt and realization of all amounts payable by the Allottees

under this Agreement and receipt of all approvals from competent Authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

- 14.2 That the Promoter is entitled to reasonable extension of time for giving possession of Flat on the aforesaid date, if the completion of said Project is delayed on account of court/Authority staying either in full or in part any part of the construction/development on the said Plot, non-availability of construction material, war, flood, drought, fire, cyclone, lockdown as per order issued by Central or State government, pandemic, epidemic, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, NMMC, Environmental Agency, revenue Authority or any other concerned Authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.
- 14.3 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said Project is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or Authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the NMMC, CIDCO, Government, the said NMMC and/or any such other or similar public or Authority or beyond the control of the Promoter and /or force majeure.
- 14.4 The Allottees shall take possession of the said Flat within one (1) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in respect of the said Project and/or intimation letter from Promoter for taking possession of said Flat. The Allottees must pay all outstanding dues including the taxes and

other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents.

- 14.5 On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Flat to the Allottees, the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.
- 14.6 The Allottee shall pay towards Maintenance Charges for the period as determined by the Promoter.

## **15. RESERVATION FOR PARKING:**

- 15.1 Allottee has requested for reservation of **Two (2) Covered** parking space to be used to park its vehicle. Accordingly, the Promoter has shown sanctioned plan of parking for the said Project. After inspecting the sanctioned plan for the said Project, showing all parking, the Allottees have requested the Promoter to reserve **Two Covered Parking Space No. 6** (the "*Parking*") on the **First Podium Floor** and **12** (the "*Parking*") on the **Third Podium Floor** admeasuring each **10.35 Sq. Meters** (The Car Parking Plan is appended hereto as **Annexure G**). Accordingly, Promoter hereby reserves the said Parking in the said Project for use of Allottee. The Parking is subject to the final building plan approved by the corporation at the time of grant of Occupancy Certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- 15.2 Allottees shall not be allowed to allot/transfer/let-out the said Parking to any outsider/visitor i.e., other than the flat Allottee of said Flat.
- 15.3 Allottees shall keep the said Parking space as shown in the sanctioned plan of said Project and shall not enclose or cover it in any manner.
- 15.4 The said Parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

15.5 The Society shall finally ratify the reservation of such parking in its first meeting at the time of handover of said Project by the Promoter.

#### **16. FORMATION OF SOCIETY:**

16.1 The Promoter shall form one Co-operative Society for the said Project “KAMDHENU VOGUE”. The Promoter shall apply for the formation and registration of a Society (the “*Society*”) within the prescribed time limit under the MahaRERA. The Allottees shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said Society and for the becoming a member, including the bye-laws of the said Society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottees, so as to enable Allottees to become a member of the society. Any delays in signing and handing over of documents by the Allottees to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

16.2 The Allottees shall be expelled from the said society if the Allottees defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Promoter shall be sufficient document.

#### **17. CONVEYANCE AND HANDOVER OF THE BUILDING:**

17.1 The Promoter shall within six (6) months of receipt of full occupancy certificate of the said Project from NMMC or any other competent Authority after completion of the Project with full OC and receipt of all amounts under this agreement execute a conveyance deed and convey the right, title and interest of the said Plot and building in the name of the Society subject to Society and members clearing all dues of the Promoter and subject to the rights of the Promoter reserved hereunder.

17.2 The Promoter is entitled to take part OC for the Project. However, the Allottees/society shall not claim conveyance of the said Plot upon receipt of any such part OC.

- 17.3 The common amenities of the said Project described in THIRD SCHEDULE shall be conveyed to the Apex Body at the time of conveyance of said Plot. The Allottees shall not raise any claim for the use of amenities till said Plot is conveyed to Apex Body of the Project, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such conveyance.
- 17.4 The charges, costs expenses for conveyance of said Plot shall be borne by the Allottees in proportion to his RERA carpet area and that the Allottees shall come forward to accept conveyance of the said Plot in the name of the Apex Body formed within two (02) months from the date of intimation by the Promoter.
- 17.5 Advocate of the Promoter shall prepare the final Conveyance Deed Agreement between the Promoters and the Society with reservation of rights of the Promoters reserved/retained under this Agreement.

#### **18. SOCIETY MAINTENANCE CHARGES:**

- 18.1 Commencing a week after notice in writing is given by the Promoter to the Allottees that the said Flat is ready for use and occupation, the Allottees shall be liable for proportionate share of outgoings in respect of said Plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the said Plot. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said Flat i.e. gross usable area.
- 18.2 The Allottees shall pay to the Promoter at the time of possession of the Unit, an advance payment towards maintenance for **Rs. 2,15,400/- [Rupees Two Lakhs Fifteen Thousand Four Hundred Only]** along with GST or any other taxes as "common maintenance charges" for the upkeep and maintenance of the said Project until conveyance of said building to the Society. The Allottees shall draw cheque/ Demand Draft/Manager's Cheque in the name that will be conveyed be the Promoter in future.
- 18.3 The amounts so paid by the Allottees to the Promoter shall not carry any interest. In case there is any shortage in maintenance charges collected over the expenses,

the allottee shall pay the additional amount as and when demanded by the promoter and adjusted towards all expenses for maintenance from account. In the event of default, the Allottees shall be liable to pay interest at prescribed rate as per prevalent law for the period of default.

18.4 The Allottees shall bear and pay monthly maintenance charges directly to the Society after the handing of the building to the Society.

18.5 The Allottees shall pay such contribution as mentioned above at the time of taking possession and shall not withhold the same for any reason whatsoever.

18.6 The Promoter will convey the said Plot to Society only after all outstanding and arrears along with interest has been received by it from Society and the members.

**19. UNSOLD UNITS AND UNALLOTTED PARKING SPACES/SYSTEM IN SAID PROJECT:**

19.1 All the Unsold Units including Residential and Commercial Units and Unallotted Parking Spaces/System in Said Project shall always be of the ownership of the promoters. The Society shall not have right of any kind on the said unsold and unallotted inventories of the project.

19.2 Promoter shall be inducted as a member of said Society for unsold units upon conveyance of said Plot to Apex Body.

19.3 Promoter shall be entitled to sell the unsold units in said Project without any separate permission or consent of Apex Body, Society and the members of Society. The prospective Allottees of such unsold units shall be inducted by the Society as members and no objection shall be raised either by existing members or the society.

19.4 Allottees or Society or Apex Body shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoter and/or the prospective Allottees for the transfer of unsold units by the Promoter to prospective Allottees.

- 19.5 The Promoter shall be entitled to retain all unallotted parking spaces/systems in the project to itself and allot at its sole discretion to any members of the Project. The society shall acknowledge all such allotments done by the promoter at any later stage without raising disputes/claims of any nature.
- 19.6 The Promoter shall be entitled to mortgage the unsold units of the said Project with the financial institutions without any separate NOC from Society or the members of Society and Apex Body.
- 19.7 The Promoter is entitled to all the rights of being a member of Society i.e. right to attend meetings, right to vote in the meeting etc.
- 19.8 The Allottees hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoter shall add the above mentioned conditions in the Conveyance Deed. The said clause shall be binding on the Society, Apex Body and their members. The draft of said Conveyance Deed shall be prepared by the Promoter.

## **20. POST OCCUPANCY CERTIFICATE OBLIGATIONS OF ALLOTTEES:**

Allottees himself/ themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant with the Promoter as follows:

- 20.1 To take the possession of said Flat within the period of two months from the date receipt of intimation from Promoter for taking possession of the said Flat.
- 20.2 To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other Authority or change/alter or make addition in or to the building and Project in which the said Flat is situated and the said Flat itself or any part thereof.
- 20.3 Not to store in the said Flat 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 said Flat is situated or storing of which goods is objected to by the concerned local or other Authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottees on this behalf, the Allottees shall be liable for the consequences of the breach.

- 20.4 To carry out at his own cost all regular maintenance and internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local Authority or other public Authority. And in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local Authority and/or other public Authority.
- 20.5 Not to demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.
- 20.6 Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- 20.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Plot and the building in which the said Flat is situated.
- 20.8 To bear and pay an 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 said Flat by the Allottees other than specified in this agreement.
- 20.9 Allottees shall not let, sublet transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and if the Allottees have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees have requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the right of said Plot is conveyed to the said association of society.
- 20.10 Allottees shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local Authority, the Government and other public bodies. The Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- 20.11 Till a conveyance of said Plot and building in the said Project is executed the Allottees 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 Plot and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

- 20.12 Allottees are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed, and the Allottees have clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted in the premises.
- 20.13 Allottees shall at its sole and absolute responsibility and liability maintain the said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.
- 20.14 Allottees hereby in particular agreed to shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
- 20.15 Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottee has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filling of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.
- 20.16 Allottees shall not do any such act or activity which would result in halting the work of the Project.

## **21. REGISTRATION OF THIS AGREEMENT:**

- 21.1 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 unless all amounts as agreed

upon in this agreement is paid by the Allottees to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottees shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, building terraces, recreation, multipurpose hall or spaces and club house etc. will remain the property of the Promoter until the said Plot and the building thereon is conveyed to the said society.

21.2 Allottees shall present this Agreement with paid Stamp Duty and Registration Fees at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

## **22. NOTICE:**

22.1 All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees and the Promoter, by Registered Post A.D/ speed post/courier. at his/her address specified below: -

### **ADDRESS OF ALLOTTEES**

**MRS. NAMRATA SAKHARAM GAIKWAD & MR. JAINANDAN KHADSE,**

Plot No. 63, Thakur Layout, New Sonkhas, Jamb Road,

Sonkhas, Mangrulpir, Washim,

Maharashtra 444 403.

Email: jainandank@gmail.com

### **ADDRESS OF PROMOTER**

**M/S. KAMDHENU LIFESPACES,**

Office No.1603, 1604, 1605 & 1606,

Kesar Solitaire, Plot No 5,

Sector 19, Sanpada,

Navi Mumbai 400 705.

AND upon handing over of the possession of the said Flat to the Allottees under this agreement, all the notices on the Allottees shall be served at the address of the unit handed over to the Allottees under this agreement.

22.2 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

### **23. ALLOTTEES UNDERTAKING:**

23.1 The Allottees/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said Plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said Plot.

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

### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement

by the Allottees nor shall the same in any manner prejudice the rights of the Promoter.

**25. BINDING EFFECT:**

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

**26. MATERIAL ADVERSE CHANGE/ CONDITION:**

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

**27. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

27.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

27.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

## **28. INVESTOR CLAUSE**

The Allottee has purchased the said Unit as an Investor. In the event the said Unit is sold within the prescribed period as per Maharashtra Stamp Act, 1958 then the Allottee shall be entitled to invoke the benefit available to an Investor as per the said Act. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within the prescribed period.

## **29. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

## **30. 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 this Agreement 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.

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**32. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, 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, as the case may be.

**33. JURISDICTION:**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Navi Mumbai & Mumbai.

**34. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**FIRST SCHEDULE**  
(the “Plot”)

All that piece and parcel of leasehold land bearing Plot Nos. 20 + 21 together admeasuring 3000.26 Sq. Mtrs., situated at Sector 08, Sanpada, Navi Mumbai and together bounded as under:

- On or towards North by : Plot NO. 22+23
- On or towards South by : 15.00 MTR WIDE ROAD
- On or towards East by : Plot NO. 19 PU
- On or towards West by : PROP 15.00 M WIDE  
(Existing 11.00 M WIDE ROAD)



**SECOND SCHEDULE**

(the “*Project*”)

A proposed structure of Ground + 36 Upper Floors comprising of 119 Nos. of residential units & 12 Nos. of Commercial Units, being constructed under the name and style "Kamdhenu Vogue" on said Plot described in First Schedule hereinabove by utilizing FSI of 14475.69 sq. mtrs.

**THIRD SCHEDULE**

(the “*Common Amenities*”)

**LIST OF AMENITIES**

- Swimming Pool with Deck
- Gymnasium
- Banquet Hall
- Landscape Garden
- Children Play Area
- Indoor Games
- Seating Area
- Grand Entrance Lobby

**FOURTH SCHEDULE**

(the said “*Flat*”)

Residential Unit bearing **Flat No. 1904** on **Ninetieth Floor** admeasuring **91.096 Sq. Meters** of RERA Carpet Area along with Deck Area of **6.840 Sq. Meters** and Dry Area of **2.865 Sq. Meters**, being the Ancillary Areas, all together having Gross Usable Area of **100.801 Sq. Meters** in the Project known as “**KAMDHENU VOGUE**” being constructed on the said Plot more particularly described hereinabove.

FIFTH SCHEDULE

(Payment Schedule)

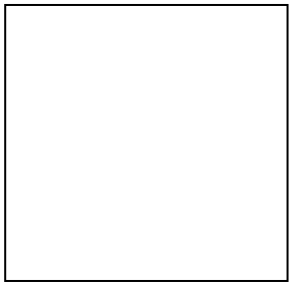
The tranches/installments in which the Allottee has agreed to pay said Consideration to Promoter:

FLAT NO. 1904

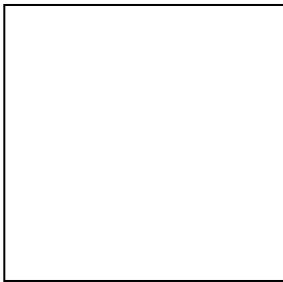
SR. NO.	PARTICULARS	PERCENTAGE	AMOUNT
1	ON BOOKING	10%	26,45,800
2	ON COMMENCEMENT OF WORK	20%	52,91,600
3	ON OR BEFORE COMPLETION OF PLINTH	10%	26,45,800
4	ON OR BEFORE COMPLETION OF 1ST SLAB	4%	10,58,320
5	ON OR BEFORE COMPLETION OF 2ND SLAB	4%	10,58,320
6	ON OR BEFORE COMPLETION OF 3RD SLAB	4%	10,58,320
7	ON OR BEFORE COMPLETION OF 4TH SLAB	4%	10,58,320
8	ON OR BEFORE COMPLETION OF 5TH SLAB	4%	10,58,320
9	ON OR BEFORE COMPLETION OF 6TH SLAB	3%	7,93,740
10	ON OR BEFORE COMPLETION OF 7TH SLAB	3%	7,93,740
11	ON OR BEFORE COMPLETION OF 10TH SLAB	3%	7,93,740
12	ON OR BEFORE COMPLETION OF 14TH SLAB	3%	7,93,740
13	ON OR BEFORE COMPLETION OF 18TH SLAB	3%	7,93,740
14	ON OR BEFORE COMPLETION OF 22ND SLAB	3%	7,93,740
15	ON OR BEFORE COMPLETION OF 26TH SLAB	3%	7,93,740
16	ON OR BEFORE COMPLETION OF 30TH SLAB	3%	7,93,740
17	ON OR BEFORE COMPLETION OF 34TH SLAB	3%	7,93,740
18	ON OR BEFORE COMPLETION OF TERRACE SLAB	3%	7,93,740
19	ON OR BEFORE COMPLETION OF INTERNAL PLASTER	2%	5,29,160
20	ON OR BEFORE COMPLETION OF EXTERNAL PLASTER	2%	5,29,160
21	ON OR BEFORE COMPLETION OF P.T.E.	2%	5,29,160
22	ON PAINTING	2%	5,29,160
23	ON POSSESSION	2%	5,29,160
AGREEMENT VALUE		100%	2,64,58,000

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE WRITTEN

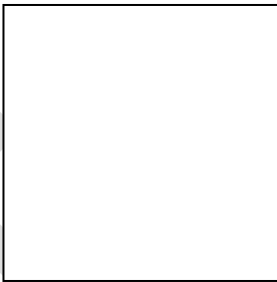
BY THE WITHINNAMED PROMOTERS  
M/S. KAMDHENU LIFESPACES  
THROUGH ITS AUTHORIZED PARTNERS



Sign

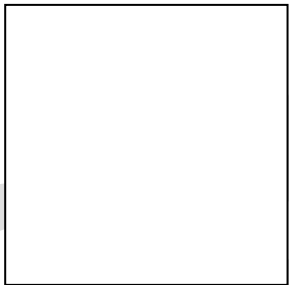


Photo

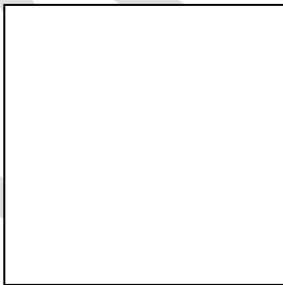


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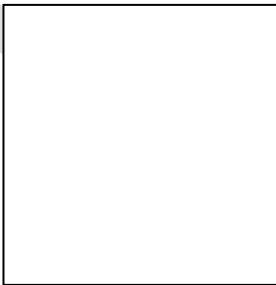
MR. SURINDER ANANTRAM SABHLOK



Sign



Photo



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MR. DINESH RAMRATAN KHANDELWAL

**SIGNED/ SEALED & DELIVERED**

**BY THE WITHINNAMED “ALLOTTEE”**

Sign

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**MRS. NAMRATA SAKHARAM GAIKWAD**

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**MR. JAINANDAN KHADSE**

IN THE PRESENCE OF

Sign

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1) \_\_\_\_\_

Sign

Photo

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2) \_\_\_\_\_

**RECEIPT**

Received with thanks from Allottees **MRS. NAMRATA SAKHARAM GAIKWAD & MR. JAINANDAN KHADSE**, both Adults, and Indian Inhabitants, has paid a Sum **Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only)** as Part Consideration as per Terms & Conditions of this Agreement for Sale of **Flat No. 1904**, on **Ninetieth Floor** in the Project known as “**KAMDHENU VOGUE**” being constructed on all that piece and parcel of Land more particularly described in FIRST SCHEDULE.

Date	Cheque No.	Bank & Branch Name	Amount
16/01/2024	123130	Axis Bank Ltd, Mumbai.	Rs. 1,00,000/-
22/01/2024	000128	Kotak Mahindra Bank, Thane.	Rs. 4,04,000/-
(Rupees Five Lakhs Four Thousand Only)			Rs. 5,04,000/-

Date: \_\_\_\_\_

Place: Sanpada, Navi Mumbai

**For M/s KAMDHENU LIFESPACES**

Shri \_\_\_\_\_

(Partner)

**List of Annexures:**

- A.** Copy of Layout Plan of the said Plot
- B.** Copy of Final Commencement Certificate
- C.** Copy of RERA Registration Certificate
- D.** Copy of Title Certificate
- E.** Copy of Floor Layout Plan showing said Flat
- F.** List of Amenities
- G.** Car Parking Plan