

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai this_____ day of _____ in the Christian year _____ BETWEEN

M/S Gagangiri Constructions, a partnership firm registered under the Indian partnership Act 1932 having its registered office at 602, Raigad Darshan CHS Ltd., J P Road, Four Bungalow, Andheri West, Mumbai-400053 hereinafter referred to as **“THE PROMOTER/DEVELOPERS”** (which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm the survivor of survivors of them, the heirs, executors administrators of such last surviving partner) of the **ONE PART**

AND

MR.CHAITANYA RAVINDRA KURLKARNI Age-31 (PAN No- BFTPK5557H)
AND MR.VEDANG RAVINDRA KULKARNI Age-30 (PAN No-BFTPK5424H) of Mumbai, Indian Inhabitant residing at **30 Second Floor Kalu Bhavan, L J Road, Opp City Light Cinema Mahim Mumbai-400016** hereinafter called **“THE AALLOTTEE/PURCHASER”** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his /her/ their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART:**

AND

THE ULHAS CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No: BOM/HSG/2884- 1971 Dt. 07/04/1971 and having its Registered Office at Building No. 139, Nehru Nagar, Kurla (East), Mumbai 400024, hereinafter called as the **“THE CONFIRMING PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof mean

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and include the members for the time being constituting the said society, their successors, administrators and assigns) of the **THIRD PART**.

WHEREAS:

- A. WHEREAS the Maharashtra Housing and Area Development Authority (hereinafter called “MHADA”), a statutory Corporation constituted under the Maharashtra Housing & Area Development Act 1976 having its office at Gruh Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai, is the owner of a larger property situated at Nehru Nagar, Kurla (East), Mumbai-400024, bearing CTS. No: 2 Part, Survey No: 229 & 267(Pt), Mauze Kurla, of Village Kurla-East, District Mumbai Suburban, within Greater Mumbai (hereinafter referred to as “the said Larger Property”).
- B. WHEREAS MHADA prepared a layout of the said Larger Property and constructed thereon several multi-storied buildings and allotted the various tenements of 321.25 Sq.fts Carpet area therein to individual allottees of the Lower Income Group on tenancy basis under various Letters of Allotments and accordingly various allottees were put in possession of their respective tenements.
- C. WHEREAS, the said MHADA authorities had built a building No: 139 (hereinafter referred to as “the said old building), comprising of 40 numbers of tenements comprising of Ground + 4 upper floors upon the land admeasuring 901.32 SquareMeter, bearing Survey No: 229 & 267(Pt), CTS No: 2 Part, Mauze Kurla at Nehru Nagar, Kurla (East), Mumbai – 400024 in 1972(hereinafter referred to as the said land/property), the said land being the part of said larger property, more particularly described in the Schedule written herein for the purpose of houses to the persons belonging to the low income group as provided in its scheme and allotted the said 40 tenements in that building to 40 nos. of individual allottees.
- D. WHEREAS ; the said allottees have formed themselves into a Co-operative Housing Society called as the THE ULHAS Co-operative Housing Society Ltd;
- E.** WHEREAS, the MHADA authority, conveyed the said building more particularly described in **Schedule-I** hereunder written by way of sale

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and granted the land below the structure and appurtenant thereto by way of lease for the period of 99 years to the society vide agreement dt. 17/11/1972 _and registered with Jt.-Sub-Registrar, Kurla, under Registration Number BOM/S/3292/1974 dated: 24/02/1975, the Sale Deed executed on 17/11/1972 duly Registered vide No. BOM/S/3294/1974, duly registered on 12/06/1975 on such terms, conditions agreed therein Copy of the Sale Deed and Lease Deed and since society became sole owner of the said entire building and leasehold right of the said land i.e. all piece or parcel of land admeasuring 751.10 square meters as per the demarcation of MHADA (183.05 Sqmt As per lease deed and 934.15 square meters tit-bit).

- F. WHEREAS the said Building has during the passage of time, became old and dilapidated and it is not possible or feasible to carry out any repairs or renovation. After considering all the matters, issues the Society and its Share Holders have come to the conclusion that it is advisable to reconstruct the building of the society and accordingly in a special General Body Meeting of the society held on 08/12/2019, in the presence of the representative of the Deputy District Registrar, Cooperative Societies, MHADA the society has selected and appointed M/S. GAGANGIRI CONSTRUCTIONS as developer for redevelopment of the society property. The Deputy Registrar of Co-operative Societies, MHADA, Mumbai has by its order dated 09/12/2019, approved the appointment of the M/s M/S.GAGANGIRI CONSTRUCTIONS (the PROMOTER /DEVELOPER herein) for proposed re-development.
- G. WHEREAS Subsequent thereto, by and under a development agreement dated 02.12.2020 made between the said Society of the one part and the Developer herein of the other part and registered with the Sub-Registrar of Assurances Kurla -1 under Serial No. 10450 of 2020, (“**Development Agreement**”) and Specific Power of Attorney dtd. 02.12.2020 registered with the Sub-Registrar of Assurances Kurla -1 under Serial No. 10453 of 2020, the Society granted and conferred unto the Developer, the sole and exclusive development rights to re-develop the said Property for the consideration and on the terms and conditions contained therein. Copy of the Index- II of the Development Agreement is annexed as **ANNEXURE NO. 1**

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- H. WHEREAS, the Developer obtained the MHADA Offer letter on 03 December 2020 bearing no.CO/MB/REE/NOC/F-1158/1226/2020 and subsequently paid the premium of the additional FSI to the MHADA and the MHADA has granted No Objection Certificate on 09 April 2021 bearing no. CO/MB/REE/NOC/F-1158/810/2021 (“**NOC**”). Copy of the MHADA Offer Letter and MHADA NOC are annexed as **ANNEXURE NO. 2 and ANNEXURE NO. 3 Respectively.**
- I. WHEREAS the Developer submitted the proposal to the planning authority of the MHADA and obtained the approval of the plan by Intimation of Approval No.MHEE/BP Cell/GM/MHADA-22/815/2021, dated 23 April 2021 (“**IOA**”) and Commencement Certificate dated 31st May 2021 from MCGM (“**CC**”) and has commenced the development work. Copy of the IOA and CC are annexed as **ANNEXURE NO. 4 and ANNEXURE NO. 5 Respectively.**
- J. WHEREAS The Developer proposes to construct a building on the said Land to be known as “ GAGAN 139, The Ulhas CHS Ltd. Bulding no. 139, Nehru Nagar, Kurla East, Mumbai-400024” in accordance with the plan approved by the MHADA.
- K. WHEREAS the Developer as registered the project with the MAHA RERA Authority bearing registration no.**P51800029662**. Copy of the RERA Registration certificate is annexed as **ANNEXURE NO. 6.**
- L. WHEREAS The Developer has duly appointed an architect, registered with the Council of Architects and a structural engineer, for the preparation of the structural design and drawings of the said New Building. The Developer has accepted the professional supervision of the said architect and structural engineers in the completion of the said New Building unless otherwise changed.
- M. WHEREAS The Purchaser herein has demanded from the Developers and the Developers have given inspection rights to the Purchaser, of all the documents of title relating to the said Property and its development including the property register card and all other relevant records, agreements, the plans, the designs and other specifications prepared by the Developers’ architects and of such other documents.
- N. WHEREAS The Purchaser has also taken inspection of the said New Building plans, IOA, CC issued by MHADA, title Certificate and other relevant documents such as Municipal Assessment bills, City Survey

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Records etc. as required and has further complied and hereby undertakes to comply with all the terms and conditions particularly covered under the RERA .The Purchaser confirms that he/she has entered into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same. Copy of the Property Card and CTS Plan is annexed as **ANNEXURE NO. 7.**

- O. WHEREAS the Purchaser has satisfied himself/herself about the title of the Developer to the said Property and the Premises, and the Purchaser shall not raise any objection with regard to the title or any other matters relating thereto.
- P. WHEREAS The Purchaser/s has agreed to purchase from the Promoter residential Flat **No “1704”** on the **17th** Floor in **A** Wing of Carpet Area **59.85**sq.mt equivalent to **644.22** sq.ft in the project known as “GAGAN **139**, The Ulhas CHS Ltd. Bulding no. 139, Nehru Nagar, Kurla East, and Mumbai-400024”. (Hereinafter referred to as “the said Premises”) and more particularly described in the Second Schedule being constructed on the said Land on the terms and conditions as set out hereinafter and both the parties are executing this Agreement as required under the RERA Act.
- Q. Income Tax Permanent Account Number of the Parties are as under:-

NAME OF THE PARTY	PAN
M/S. Gagangiri Constructions	AAMFG9948H
Mr.Chaityanya Ravindra Kulkarni	BFTPK5557H
Mr.Vedang Ravindra Kulkarni	BFTPK5424H
The Ulhas CHS Ltd	AACTT3669G

- R. AND WHEREAS , under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act,1908.

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

1. The Promoter shall construct the said building/s which consisting of ground/ stilt plus multi storied residential floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. **Provided** that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.
2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No.1704** having carpet area admeasuring **59.85** Sq mt (as per RERA Norms) on **17th floor** in the **A** Wing of the Project Known as “ **GAGAN 139**, The Ulhas CHS Ltd. Bulding no. 139, Nehru Nagar, Kurla East, Mumbai-400024building along with (hereinafter referred to as "the Apartment/premises") as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE 8** for the consideration of Rs. 1,06,75,000/- (Rupees One Croce Six Lakhs Seventy Five Thousand Only) which are more particularly described in the Third Schedule annexed herewith. The Promoter agrees to allot **One Car Parking Spaces** in the said Project to the allottee herein.
3. The Allottee has paid on or before execution of this agreement a sum of Rs.14,00,000/- (Rupees Forteen Lakhs only) (not exceeding 10% of the total consideration) as Earnest Money Deposit of application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs.92,75,000/- (Rupees Ninety Two Lakhs Seventy Five Thousand Only) in the following manner
 - a) Amount of Rs.18,02,500/- (Rupees Eighteen Lakhs Two Thousand Five Hundred Only) (not exceeding 30% of the total consideration) to be paid to the Promoter on the execution of Agreement
 - b) Amount of Rs.16,01,250/- (Rupees Sixteen Lakhs One Thousand Two Hundred Fifty Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

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- c) Amount of Rs.26,68,750/-(Rupees Twenty Six Lakhs Sixty Eight Thousand Seven Hundred Fifty Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Apartment is located.
- d) Amount of Rs.5,33,750/-(Rupees Five Lakhs Thirty-Three Thousand Seven Hundred Fifty Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- e) Amount of Rs.5,33,750/-(Rupees Five Lakhs Thirty-Three Thousand Seven Hundred Fifty Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- f) Amount of Rs. 5,33,750/-(Rupees Five Lakhs Thirty Three Thousand Seven Hundred Fifty Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- g) Amount of Rs.10,67,500/-(Rupees Ten Lakhs Sixty Seven Thousand Five Hundred Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- h) Balance Amount of Rs. 5,33,750/-(Rupees Five Lakhs Thirty Three Thousand Seven Hundred Fifty Only) against and at the time of handing over of the possession of the Apartment to the Allotee on or after receipt of occupation certificate or completion certificate.
- i) The total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax,Service Tax/GST, Vat Tax, Cess or any other similar taxes which may be

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levied, in connection with the construction of and carrying out the project payable by the Promoter or as may be applicable in respect of the said Apartment/Premises and to these presents and upto the date of handing over the possession of the said Apartment/Premises and even thereafter and accordingly the Allotee/s shall be solely and absolutely liable to make the payment of same and other charges incidental thereof without holding the Promoters in any manner responsible for the same at the time of registration of these presents or thereafter. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes such as Sales Tax, Vat Tax etc., the same shall be payable by the Allotee/s to the Promoters forthwith on demand and the Promoters shall not be responsible for the same. The Allotee/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law and further the Allotee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allotee/s.

- j) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allotee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allotee, which shall only be applicable on subsequent payments.
- k) The Promoters shall send to the Allotee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these

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presents or installments of the purchase price from the Allottee/s as and when the same falls due as per Clause (a),(b),(c) ,(d)& (e) above. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amounts under these presents or installments paid by the Allottee/s, the Promoters will pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee agrees and shall be liable to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- 1) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said Apartment then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Apartment to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoters only i.e. in favour of "M/s. Gagangiri Constructions", A/c RERA A/C/ No.006600210002610" and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account,

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then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising there from and in such event the Allotee/s shall not be absolved of payment of purchase consideration and consequences for non-payment /default in payment shall be followed

- m) Without prejudice to the right of promoter to charge interest in terms of above, on the Allotee/s committing three defaults i.e On receipt of demand letter as mentioned above followed by 2(Two) reminders for payment of amounts under these presents and /or installments (including as mention herein above and his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at his own option, may terminate this Agreement , Provided that, Promoter shall give notice of fifteen days in writing to the Allotee, by Registered Post AD at the address provided by the Allotee and mail at the e-mail address provided by the Allotee, 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 Allotee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allotee within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allotee to the Promoter subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such Termination or any other amount which may be payable to Promoter ;
- n) The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Apartment and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without

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any recourse and/or reference to the Allottee/s. However if Allottee had seek loan from any financial institutions/banks etc., against the security of the said Apartment after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc.and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoters towards the said Apartment and to that extent, so as to clear the mortgage debt.

4. The Allottee agrees with promoters that he/she/they shall not sell / dispose of the said Apartment till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) days from the receipt of such request.
5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee which shall be payable within forty-five days with annual interest at the rate specified in the Rules, from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
6. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if

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- any, in his/her name as the Promoter may in its sole discretion deem fit and the Allotee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
7. 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 Apartment to the Allotee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
 8. Time is essence for the Promoter as well as the Allotee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allotee and the common areas to the association of the Allotees/ Society that may be formed after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1.
 9. The Promoter hereby declares that the FSI as on date in respect of the said property is **5867.05** Sq. mtr.. Further the Allotee/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject interalia to the aforesaid reservation;
 10. It is hereby expressly agreed that with respect to the water supply to the said building/s, the responsibility of the Promoters shall be restricted only to the extent of providing the water connections to the building/s as per the norms set by the Municipal Corporation of Greater Mumbai or concerned authorities. Thereafter, if there is any shortage in water supply

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for any reason, whatsoever the Promoters shall not be responsible for the same.

11. It is hereby expressly agreed that, the Promoters shall be entitled to sell the premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allotee/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly, the other Allotee/s and/or Society that may be formed shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective Allotee/s thereof.
12. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **ANNEXURE '9'**, annexed hereto.
13. The Promoter shall give possession of the Apartment to the Allotee/s on or before 30/11/2024. If the Promoter fails or neglects to give possession of the Apartment to the Allotee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allotee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :
 - a) Non availability of steel, cement, other building material, water or electric supply, if this reason is justified in the 'opinion of PMC;
 - b) War, Civil commotion act of God, fire, flood, tempest, earthquake, windstorm or other natural disaster affecting the said Property;
 - c) Strikes, lock-outs, acts of any sovereign power against India which directly affects the city of Mumbai, including but not limited to a war, invasion, act of foreign enemies, hostilities, whether war be

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declared or not, civil war, rebellion, or insurrection, civil commotion in the city of Mumbai.

- d)** Any notice, rule, notification of the Government or other public, judicial or Competent authority affecting the development in respect of the said Property and/or which affects the Property and the re-development envisaged herein, but not arising out of any act, omission or negligence on the part of the Developer;
- e)** Any change in laws, change in policies of Government restricting and / or delaying the construction activity, and in turn which is affecting and delaying the construction activity on the said Property;
- f)** Any stay, injunction or other order of any court, tribunal or authority or on account of any reason beyond control of Developer, whereby the construction activity cannot be continued or the Developer is restrained/prohibited from continuing with the construction Activities.
- g)** Pandemic / Epidemic declared by the World Health Organization of by any statutory or government authority authorised to do so
- h)** Any Delay caused on account of any defect of objection in the title of the said Society to the said property
- i)** Inaction on the part of the MHADA and / or MCGM or any other concern authority despite the developer having complied with all the payments and technical requirements
- j)** Denial of the use of Railway , Port , Airport , Shipping service or other means of public transport

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allotee/s, the Promoter agrees to pay to the Allotee, who does not intend to withdraw from the project, interest as specified in as specified in the Rule on all the amounts paid by the Allotee, for delay till the handing over of the possession.

14. PROCEDURE FOR TAKING POSSESSION:

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- a) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allotee/s as per the agreement shall offer in writing the possession of the [Apartment], to the Allotee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allotee/s. The Promoter agrees and undertakes to indemnify the Allotee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allotee/s agree(s) to pay the maintenance charges as determined by the Promoter or the said society that may formed subsequently , as the case may be. The Promoter on its behalf shall offer the possession to the Allotee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- b) The Allotee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allotee intimating that the said Apartments are ready for use and occupancy:
- c) Failure of Allotee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as mentioned above, the Allotee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the Allotee. In case the Allotee fails to take possession within the time provided in hereinabove such Allotee shall continue to be liable to pay maintenance charges as applicable.
- d) If within a period of five years from the date of obtaining the Occupation Certificate, the Allotee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allotee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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- e) The Allotee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.
15. The Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required and the Allotee/s, subject to above, hereby gives/give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for any type of commercial user, consulting rooms, banks, community halls, stalls, banquet halls, restaurants or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allotee/s shall be entitled to use the said Apartment to be purchased by him/her/them accordingly and similarly the Allotee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective Allotee/s thereof. The Allotee/s shall not change the user of the said Apartment without the prior written permission of the Promoters and the concerned local authorities.
16. The Allotee along with other Allotee/(s) of Apartments in the building shall become the member of the society that may be formed by paying such fees and executing such documents as may be required and demanded by the said society.
17. The Allotee along with other Allotee/(s) of Apartments in the building shall become the member of the society as may be formed by the promoter for the said wing by paying such fees and exacting such documents as may be required and demanded by the said society and:
- a) the Allotee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

Developers	Purchaser	Society

Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allotee shall pay to the Promoter such proportionate share of outgoings as may be determined.

- b) The Allotee further agrees that till the Allotee/s share is so determined the Allotee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (hereinafter referred to as Maintenance charges) The amounts so paid by the Allotee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. On such conveyance/assignment being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- c) On the vesting of the management and the administration of the said Building/s in the said Society or upon the Allotee/s of the Apartment in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagarparishad Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.
18. The Allotee/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other

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outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allotee/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allotee/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allotee/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof

19. Within 15 days after notice in writing is given by the Promoter to the Allotee that the Apartment is ready for use and occupancy, the Allotee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. the Allotee shall pay to the Promoter such proportionate share of outgoings as may be determined.
20. The Allotee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts :-
 - i. Rs. 600/- Share money, application entrance fee of the Society.
 - ii. Rs.54,096/- Advance Proportionate share of taxes and other charges/levies in respect of the Society being maintenance Charges for the period of 12 months to be paid on or before possession of the flat.
 - iii. Rs.20,000/- Deposit towards Water, Electric, and other utility and services connection charges.

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- iv. Proportionate share of Rs.25,000/- to be paid to the society to match the existing fund of the society on or before possession of the flat.
- v. Rs.1,30,304/- Development Charges for common areas and facilities charges.
- vi. The Allotee shall pay to the Promoter a fixed sum of Rs. 20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates.
21. The Promoters are authorized by the Allotee/s on his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers for handing/ conveyancing the said Building/s and /or portion thereof, to the said Co-operative Society and such costs and costs of transfer are to be borne and paid wholly by the Allotee/s proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allotee/s and other acquires of Apartment. In case if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allotee/s.
22. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allotee shall pay to the Promoter, the Allotee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allotee shall pay to the Promoter, the Allotee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- a) The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out the re- development upon

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- the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - e) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allotee created herein, may prejudicially be affected;
 - f) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allotee under this Agreement;
 - g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allotee in the manner contemplated in this Agreement;
 - h) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;

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- i) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
24. **The** Allotee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-
- a) To maintain the Apartment at the Allotee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part there of without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous ,combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allotee in this behalf, the Allotee shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allotee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws

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of the concerned local authority or other public authority. In the event of the Allotee committing any act in contravention of the above provision, the Allotee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or where by any increased premium shall become payable in respect of the insurance.
- f) The Allotee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Society / MHADA/ Promoters to the said property, and redevelopment of the said property more particularly described in the First Schedule hereunder written, and has/have accepted the **Certificate of Title** issued by Advocate **Akash P Shah** dated 17th May 2021 which is annexed herewith and which has been perused by the Allotee/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter. Copy of the Title Certificate is annexed as **ANNEXURE NO. 10**.
- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound

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- or any portion of the project land and the building in which the Apartment is situated.
- h) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allotee for any purposes other than for purpose for which it is sold.
- j) The Allotee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allotee to the Promoter under this Agreement are fully paid up.
- k) The Allotee shall observe and perform all the rules and regulations of the said Society 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allotee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment 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.
- l) Till full possession of the structure of the building in which Apartment is situated is handed over to the said society, the Allotee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- m) Till full possession of the structure of the building in which Apartment is situated is handed over to the said society, the

Developers	Purchaser	Society

Allotee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

25. **The** Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allotee as advance or deposit, sums received on account of the share capital for the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
26. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/sand/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service. The Allotee/s are fully aware that the said property and the said layout and other area in the vicinity as per prevailing condition and ground reality do face problem of shortage and shortfall of water supply and also electric supply and load shedding. The Promoters at no point of time will be called upon to make any minimum supply of water and power and the same would be available as made and provided by the authorities.
27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allotee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

29. BINDING EFFECT

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

30. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

31. RIGHT TO AMEND

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

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32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEE /SUBSEQUENT ALLOTEES

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

33. 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 there under 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.

34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allotee has to make any payment, in common with other Allotee(s) in Project, the same shall be in proportion to the carpet area of the Apartment/flat to the total carpet area of all the Apartments/flat in the Project.

35. 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

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transaction and same shall be subject to terms and conditions mentioned herein.

36. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allotee, in after the Agreement is duly executed by the Allotee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

37. **The** Allotee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

38. That all notices to be served on the Allotee and the Promoter as **contemplated** by this Agreement shall be deemed to have been duly served if sent to the Allotee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

M/s. Gagangiri Constructions
602 Raigad Darshan Chs Ltd
J. P. Road Andheri (W) Mumbai -400053.
Mail Id- gagngari139@gmail.com

AND

Mr.Chaitanya Ravindra Kulkarni & Mr.Vedang Ravindra Kulkarni
30, 2nd floor Kalu Bhavan Lady Jamshedji Road Mahim Mumbai –
400016.
Mob-8879989780, Mail Id- adv.chaitanya@yahoo.com

39. It **shall** be the duty of the Allotee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allotee, as the case may be.

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40. JOINT ALLOTEES

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

41. STAMP DUTY AND REGISTRATION

The charges towards stamp duty of this Agreement shall be borne by the Promoter.

42. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

43. 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 and the competent Courts of Mumbai jurisdiction for this Agreement.

44. The registration charges and other incidental to this agreement shall be borne and paid by the Allotee alone.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of leasehold land admeasuring 934.15 square metres bearing C.T.S. No. 2 (Part) of Mauze Kurla-3 forming part of the larger piece of land bearing Survey No.229 &267, building No. 139 standing thereon which property is situate lying and being at Nehru Nagar, Kurla (East) in Greater Mumbai, in the Registration District and Sub-District of Mumbai Suburban and bounded as follows :-

On or towards North : By Land Earmarked for Aarey Milk Scheme.

On or towards South : By 56 Feets wide road

Developers	Purchaser	Society

On or towards East : By 40 Feets wide road,

On or towards West : By Building No: 140

SECOND SCHEDULE ABOVE REFERRED TO:

(The said Premises)

Residential Flat No.1704 on the 17th Floor in A Wing having **59.85 sq. mtr Carpet area along with One Car Parking** of the said Project known as "GAGAN 139", situated at building no. 139, The Ulhas CHS Ltd., Nehru Nagar, Kurla (East), Mumbai-400024, bearing CTS. No: 2 Part, Survey No: 229 & 267(Pt), mauze Kurla, of Village Kurla-East, District Mumbai Suburban;

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

SIGNED AND DELIVERED)

By the within-named Promoter)

M/S. Gagangiri Constructions)

Through the hands of its Proprietor)

Mr. Jitendra Govind Dewoolkar)

)

)

Mr. Nitesh Rajhans Singh)

)

Mr .Ismail Yakub Payak)

in the presence of)

1.

2.

Developers	Purchaser	Society

SIGNED AND DELIVERED)

By the withnamed "Allottee/Purchaser")

1. Mr.Chaitanya Ravindra Kulkarni)

)

)

2. Mr.Vedang Ravindra Kulkarni)

)

)

in the presence of)

1)

2)

SIGNED AND DELIVERED)

By the within-named Promoter)

M/S. THE ULHAS CHS LTD)

Through the Power of Attorney Holder)

Mr. Jitendra Govind Dewoolkar]

Of M/s. Gagangiri Constructions)

)

in the presence of)

1.

2.

Developers	Purchaser	Society

R E C E I P T

RECEIVED on or before the execution)
of these presents of and from the within named)
Allottee/Purchaser the sum of **Rs. 14,00,000/-**)
(Rupees Forteen Lakhs Only))
Being the earnest Money/part-consideration within)
Mentioned agreed to be paid by him/her/it/them to us.)

Sr. No.	Cheque No.	Date	Bank	Amount in Rs.
1	000006	16.12.2023	HDFC Bank	2,00,000/-
2	434747	03.01.2023	Axis Bank Ltd	9,00,000/-
3	101038	19.01.2024	Axis Bank Ltd	3,00,000/-
Rs.14,00,000/--(Rupees Forteen Lakhs Only)				

WE SAY RECEIVED

FOR M/S. Gagangiri Constructions

Mr. Jitendra Govind Dewoolkar

Mr. Nitesh Rajhans Singh

Mr .Ismail Yakub Payak

Witnesses:

- 1.
- 2.

Developers	Purchaser	Society