

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, this

BETWEEN

M/S. HIRANIMANTHAN BUILDERS AND DEVELOPERS, (PAN NO. AAEFH2784A) a Partnership Firm, duly registered with Registrar of Firms having its office at B-110, Sweta Park, Daulat Nagar, Road No.2, Borivali (East), Mumbai – 400 066, through its Partners **(1) MR. DINESH B. SAVANT & (2) MR. HASMUKH R. HIRANI** both adults, occupation Business, hereinafter referred to and called as **“THE PROMOTER/DEVELOPERS”** (which expression shall unless repugnant to the context and meaning thereof shall mean and include its partners for the time being and from time to time and also successors and assigns of the said firm but shall not include partners who have retired or deemed to have retired) of the **FIRST PART**

AND

MR. MAHESH NARAYAN DHARAMKAMBLE age 32 years (Pan No. ATKPD3269M) & **MR. NARAYAN NARSOJI DHARAMKAMBLE** age 62 years (Pan No. ACFPD8106P) Indian Inhabitant, having his/her/their address at **702, Divine Shelter CHSL., Opp. Dr. Ambedkar School, Dharavi Cross Road, Sion, Mumbai - 400 017** hereinafter called **“THE PURCHASER/S / ALLOTTEES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, and administrators) of the **SECOND PART**;

WHEREAS:-

- (a) The **NEHRU NAGAR SWANAND CO-OPERATIVE HOUSING SOCIETY LTD.**, under a Lease Agreements dated 23rd November 2011 entered into with the Maharashtra Housing & Area Development Authority and a separate Sale Deeds became the lessees of land admeasuring 720.38 sq.mts and the Owners of the structure of the building as such were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the building No. 33 Survey No. 229 & 267 and C. T. S. No. 11 (pt), admeasuring 720.38 sq.mts., Nehru Nagar, Kurla, in the Registration District and sub-District Kurla, District Mumbai and more particularly described in the Schedule hereunder written.
- (b) **AND WHEREAS** The said building known as Bldg. No. 33 has become old and is presently in a dilapidated condition as is required to undergo a reconstruction of the same.
- (c) By Registered Development Agreement dated 21/08/2013, made between **NEHRU NAGAR SWANAND CO-OPERATIVE HOUSING SOCIETY LTD.** and the Promoter/Developers the parties hereto entrusted the development rights in respect of the said property described in the schedule hereunder written to the Promoter/Developers above named for the redevelopment and upon the terms and conditions contained in the Development Agreement dated 21/08/2013. The said society also executed Registered General Power of Attorney in favour of the Party of the First Part and granted the development right of the said property and to exploit the FSI and/or to load TDR for construction and reconstruction of the building on the said property and to do all such acts and to take such other steps for development and redevelopment of the said property.

- (d) The Promoter/Developers got the plans for the redevelopment of the said property sanctioned and obtain I.O.D. bearing No. E.B./CE/4452/BPES/AL dated 14th September 2015. Hereto annexed and marked **Annexure-I** is a photo copy of the I.O.D. bearing NO. CE/4452/BPES/AL dated 14th September 2015.
- (e) Upon obtaining the said I.O.D. as above the Promoter/Developers have now proposed to demolish the then existing structure and/or building standing on the said property for commencing, continuing and completing the development work of the said property.
- (f) M/s Chitnis Vaithy & Co., the Advocates & Solicitors for the Promoter/Developers by their certificate dated 25-01-2017 have certified the title of Promoter/Developers to the said property as clear, marketable and free from all encumbrances and reasonable doubt. Hereto annexed and marked **Annexure -II** is the copy of the said Certificate dated 25-01-2017
- (g) The Promoters/Developers abovenamed propose to commence the construction of their proposed building on the said property described in the schedule hereunder written as per the all sanctioned plan by M.C.G.M./MHADA to be named as **NEHRU NAGAR SWANAND CHS LTD.** and have started selling, transferring and disposing of the residential/commercial/ premises/ units/ garages/ car parking space under stilt / car parking spaces in the development of the property described in the schedule hereunder written under the provisions of Maharashtra Ownership Flats (Regulation on the promotion of Construction, sale, Management and Transfer) Act, 1963 and the rules framed thereunder from time to time.

- (h) The Allottees/Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement after reading and having understood the contents of all the hereinbefore recited, Agreements deeds, documents, writings and papers, and all disclosure made by the Promoter/Developers to the Allottees/Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the Brihanmumbai Mahanagar Palika and all other concerned Government bodies and/or authorities, and also subject to the Promoter/Developers right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilize, consume and exploit the entire balance and /or additional Floor Space Index (hereinafter referred to as F.S.I.) available on the said properties, as also the entire benefit of any other and/or further FSI that may be available to the Promoter/Developers under the Scheme of Transfer of Development Rights (TDR) and/or under any other scheme as may be permissible under any law and/or statute .

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
2. The Developer shall be constructing the Proposed Buildings to be known as “**NEHRU NAGAR SWANAND CHS LTD.**” on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which may further be approved by the concerned local authorities (for the additional floors as recited

above) and which sanctioned plans as well as proposed plans have been seen and approved by the Allottees/Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority the Government to be made in them or any them.

3. In consideration of the aggregate **sum Rs. 1,11,70,000/- (Rupees One Crore Eleven Lakhs Seventy Thousand Only)** agreed to be paid by the Allottees/Purchaser/s to the Developer in the manner contained in Clause 4 hereunder written, the Developer hereby agrees to sell to the Allottees/Purchaser/s and the Allottees/Purchaser/s hereby agree/s to purchase from the Developer the said **Flat bearing No. 1802** on the **Eighteenth Floor** of the Proposed Building also known as "**NEHRU NAGAR SWANAND CHS LTD.**" in the proposed project Redevelopment of "**Bldg. No. 33, Nehru Nagar, Kurla (E), Mumbai – 400 024**" to be constructed on the said Property admeasuring **approximately 60.13 square meters RERA Carpet area** equivalent to **647.24 Square Feet** in the aggregate together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in Part A and Part B respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").
4. The said aggregate consideration of **Rs. 1,11,70,000/- (Rupees One Crore Eleven Lakhs Seventy Thousand Only)** shall be paid by the Allottees/Purchaser/s to the Developer in the following manner:
 - (a) **Rs. 1,00,000/- (Rupees One Lakh Only)** being the booking amount paid by the Purchaser/s to the Developer prior to the

execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

Payment Schedule			
Sr. No.	Particulars Of Works	% of Payment	Amount
1	On Booking	20%	22,34,000.00
2	On Commencement of Work	10%	11,17,000.00
3	On Completion of Footing	8%	8,93,600.00
4	On Completion of Basement / Plinth	7.50%	8,37,750.00
5	On Completion of 1 st Slab	7.50%	8,37,750.00
6	On Completion of 2 nd Slab	3%	3,35,100.00
7	On Completion of 3 rd Slab	3%	3,35,100.00
8	On Completion of 4 th Slab	3%	3,35,100.00
9	On Completion of 5 th Slab	2%	2,23,400.00
10	On Completion of 6 th Slab	2%	2,23,400.00
11	On Completion of 7 th Slab	2%	2,23,400.00
12	On Completion of 8 th Slab	2%	2,23,400.00
13	On Completion of 9 th Slab	2%	2,23,400.00
14	On Completion of 10 th Slab	2%	2,23,400.00
15	On Completion of 11 th Slab	2%	2,23,400.00
16	On Completion of 12 th Slab	2%	2,23,400.00
17	On Completion of 13 th Slab	2%	2,23,400.00
18	On Completion of 14 th Slab	2%	2,23,400.00
19	On Completion of 15 th Slab	2%	2,23,400.00
20	On Completion of 16 th Slab	2%	2,23,400.00
21	On Completion of 17 th Slab	2%	2,23,400.00
22	On Completion of 18 th Slab	2%	2,23,400.00
23	On Completion of 19 th Slab	2%	2,23,400.00
24	On Completion of 20 th Slab	2%	2,23,400.00
25	On Completion of Brickwork & Plastering	1.50%	1,67,550.00
26	On Completion of Internal work	1.50%	1,67,550.00
27	On Completion of External work	1.50%	1,67,550.00
28	At the time of handing over Possession	1.50%	1,67,550.00
Total		100%	1,11,70,000.00

Note :(i) The Total Price above includes the booking amount paid by the Allottees/Purchaser/s to the Promoter/Developers towards the Apartment.

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developers by way of Value Added Tax, Service Tax, Cess, G.S.T or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developers) up to the date of handing over the possession of the Apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees/Purchaser/s to the Promoter/Developers shall be increased/reduced based on such change / modification;

(iii) The Promoter/Developers shall periodically intimate to the Allottees/Purchaser/s, the amount payable as stated in (i) above and the Allottees/Purchaser/s shall make payment within 7 (Seven) days from the date of such written intimation. In addition, the Promoter/Developers shall provide to the Allottees/Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) *pro rata* share in the Common Areas; as provided in the Agreement.

5. The Total Price is escalation-free, save and except increases which the Allottees/Purchaser/s hereby agrees to pay, 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 from time to time. The Promoter/Developers

undertakes and agrees that while raising a demand on the Allottees/Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees/Purchaser/s, which shall only be applicable on subsequent payments.

6. Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the payments of the installments as mentioned in Clause 4 above is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit the amounts till then received by the Developer from the Allottees/Purchaser/s and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference, recourse and/or payment whatsoever to the Allottees/Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of any document or deed of cancellation. A termination letter issued by the Developer to the Allottees/Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottees/Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising.

7. The Allottees/Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination as provided under this Clause 6 unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Allottees/Purchaser/s and even thereafter, the Allottees/Purchaser/s fail to make payment of the relevant installment PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Allottees/Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon @ 24% p.a.
8. Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developers shall refund to the Allottees/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developers) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottees/Purchaser/s to the Promoter/Developers but the Promoter/Developers shall not be liable to pay to the Allottees/Purchaser/s any interest on the amount so refunded.
9. In the event of any delayed payment being received by the Developer from the Allottees/Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Allottees/Purchaser/s accompanying such payment, be entitled to appropriate the amount received first

towards the interest receivable from the Allottees/Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

10. The Allottees/Purchaser/s agrees to pay to the Promoter/Developers interest at 18% per annum on all the amounts which become due and payable by the Allottees/Purchaser/s to the Promoter/Developers under the terms of this agreement from the date the said amount is payable by the Allottees/Purchaser/s(s) to the Promoter/Developers.
11. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the BMC and any other concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Allottees/Purchaser/s, obtain from the local Planning authority, O.C. / Completion Certificate in respect of the said Flat.
12. Time is of essence for the Promoter/Developers as well as the Allottees/Purchaser/s. The Promoter/Developers shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees/Purchaser/s add the common areas to the association of the allottees/purchaser's after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees/Purchaser/s 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/Developers as provided in clause 4 herein above. (Payment Plan)
- 13 a) The RERA Carpet Area of the said Apartment / Premises is **60.13 Sq. Mtr.**
647.24 Square feet and "RERA Carpet Area" means the net usable

floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees/Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees/Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

13 b) The Promoter/Developers shall confirm the final carpet area that has been allotted to the Allottees/Purchaser/s 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. This carpet area shall include the door jams & RCC columns offset, area covered by skirting & pop on walls. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developers. If there is any reduction in the carpet area within the defined limit then Promoter/Developers shall refund the excess money paid by Allottees/Purchaser/s 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 Allottees/Purchaser/s. If there is any increase in the carpet area allotted to Allottees/Purchaser/s, the Promoter/Developers shall demand that from the Allottees/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3 of this Agreement.

14. The Promoter/Developers hereby declares that the Floor Space Index available as on date in respect of the said land/project is 4411.50 Sq. mtr. only and Promoter/Developers has planned to utilize Floor Space Index of 8913.76 Sq. mtr. by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or

based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Developers has disclosed the Floor Space Index of 4502.26 Sq. Mtr. as proposed to be utilized by him on the said Land in the said Project and Allottees/Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developers only.

15. The Promoter/Developers hereby agrees that he shall, before handing over possession of the Apartment to the Allottees/purchaser's and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottees/purchaser's of Apartments/shops/garages in the building/wing to be constructed on the said land (hereinafter referred to as " the Society"/ " the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter/Developers has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter/Developers in favour of the said

Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total allottees/purchaser's in such a building or wing have taken possession and the Promoter/Developers has received the full consideration of such allottees/purchaser's whichever is earlier.

16. The Promoter/Developers hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company") make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter/Developers has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter/ Developers in favour of the said Apex Body/Federation/Holding Company, within two months of registering the society or company of the Apartment Allottees/Purchaser/s(s) of the last of the building or wing constructed on the said Land.

17. The Allottees/Purchaser/s authorizes the Promoter/Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/Developers may in its sole discretion deem fit and the Allottees/Purchaser/s undertakes not to object/demand/direct the Promoter/Developers to adjust his payments in any manner.
18. The Allottees/Purchaser/s, 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 thereunder 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/Developers with such permission, approvals which would enable the Promoter/Developers to fulfill 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/Purchaser/s 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.
19. The Promoter/Developers accepts no responsibility in this regard. The Allottees/Purchaser/s shall keep the Promoter/Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees/Purchaser/s subsequent to the

signing of this Agreement, it shall be the sole responsibility of the Allottees/Purchaser/s to intimate the same in writing to the Promoter/Developers immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottees/Purchaser/s 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/Developers shall be issuing the payment receipts in favour of the Allottees/Purchaser/s only.

20. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in Annexure III hereto (hereinafter referred to as the "**said Internal Amenities**") and the Allottees/Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Allottees/Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

21. **The Promoters / Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under Application Number P51800004914.** The authenticated copy is attached. The Allottees/Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the title of the said Property and the entitlement of the Developer to develop the said Property and enter into these presents and the Allottees/Purchaser/s shall not be entitled to further investigate the title of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Allottees/Purchaser/s has/have also taken inspection of the orders and Existing Building Approvals, approved plans, CC and revisions and amendments thereof issued by the BMC and the plans, designs and specifications prepared by the Promoter's Architects M/s. Innovations and of such other documents as are specified under the Real Estate(Regulation and Development) Act 2016 (hereinafter referred to as "the said Act"). The Rules and Regulations made thereunder including the true copy of the plans, designs and specifications prepared by the Promoters ' Architect and of such other documents as are specified under the Maharashtra Ownership Flats(Regulation of the Promotion of Construction, Sale Management and Transfer)Act, 1963.
22. The Developer has represented to the Allottees/Purchaser/s that the Developer has not created mortgage/charge in respect of the said Property against loans obtained from ..NA.. and the original title deeds in respect of the said Property are deposited with the said ..NA.. The Developer has further represented to the Allottees/Purchaser/s that the Developer shall have said Premises proposed to be acquired by

the Allottees/Purchaser/s in terms hereof released from ..NA.. before the Allottees/Purchaser/s are put in possession of his/her/their said Premises in terms hereof and / or before the registration of this Agreement.

23. The Developer has got Full Occupancy Certificate for the project on 28th July 2023 and agreed to handover the possession subject to receipt of full and final payment of flat cost and other charges as per the Agreement for Sale from the purchaser.
24. The Allottees/Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottees/Purchaser/s proposes to cancel/withdraw from the project without any fault of the Promoter/Developers, the Promoter/Developers herein is entitled to forfeit the booking amount paid for the allotment including the taxes paid (if any) and administration charges. The balance amount of money paid by the Allottees/Purchaser/s shall be returned by the Promoter/Developers to the Allottees/Purchaser/s within 90 days of such cancellation or on sale of such apartment whichever is later.
25. The Promoter/Developers shall compensate the Allottees/Purchaser/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developers fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to

discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developers shall be liable, on demand to the allottees/purchaser's, in case the Allottees/Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees/Purchaser/s does not intend to withdraw from the Project, the Promoter/Developers shall pay the Allottees/Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

26. The Promoter/Developers, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottees/Purchaser/s in terms of this Agreement and the Promoter/Developers shall give possession of the Apartment to the Allottees/Purchaser/s. The Promoter/Developers agrees and undertakes to indemnify the Allottees/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developers. The Allottees/Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter/Developers or association of allottees/purchaser's, as the case may be. The Promoter/Developers on its behalf shall offer the possession to the Allottees/Purchaser/s in writing within 7 days of receiving the occupancy certificate* of the Project.
27. The Allottees/Purchaser/s shall take possession of the Apartment within 15 days of the Promoter/Developers giving written notice to the

Allottees/Purchaser/s intimating that the said Apartments are ready for use and occupation:

28. Failure of Allottees/Purchaser/s to take Possession of Apartment. Upon receiving a written intimation from the Promoter/Developers as per clause 27, the Allottees/Purchaser/s shall take possession of the Apartment from the Promoter/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developers shall give possession of the Apartment to the Allottees/Purchaser/s. In case the Allottees/Purchaser/s fails to take possession within the time provided in clause 28 such Allottees/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
29. The Allottees/Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking the Allottees/Purchaser/s's owned vehicle.
30. The Allottees/Purchaser/s along with other Allottees/Purchaser/s(s) of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Developers within seven days of the same being forwarded by the Promoter/Developers to the Allottees/Purchaser/s, so as to enable the Promoter/Developers to register the common organization of Allottees/Purchaser/s. No

objection shall be taken by the Allottees/Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

31. Within 15 days after notice in writing is given by the Promoter/Developers to the Allottees/Purchaser/s that the Apartment is ready for use and occupation, the Allottees/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottees/Purchaser/s shall pay to the Promoter/Developers such proportionate share of outgoings as may be determined. The Allottees/Purchaser/s further agrees that till the Allottees/Purchaser/s's share is so determined the Allottees/Purchaser/s shall pay to the Promoter/Developers provisional monthly contribution as and when decided by the Promoter/Developers per month towards the outgoings. The amounts so paid by the Allottees/Purchaser/s to the Promoter/Developers shall not carry any interest and remain with the Promoter/Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for

the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/Developers to the Society or the Limited Company, as the case may be. The Allottees/Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottees/Purchaser/s shall be regarded as the default on the part of the Allottees/Purchaser/s and shall entitle the Promoter/Developers to terminate this agreement in accordance with the terms and conditions contained herein

32. The Allottees/Purchaser/s shall on or before registration of this document keep deposited with the Promoter/Developers, the following amounts :-
- (i) Rs. 0/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. 0/- for formation and registration of the Society or limited Company/Federation/ Apex body.
 - (iii) Rs NA for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs NA/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs 0/- for Deposit towards Water, Electric, and other utility and services connection charges&
 - (vi) Rs 0/- for deposits of electrical receiving and Sub Station provided in layout.

33. Over and above the amounts payable hereinabove, the Allottees/Purchaser/s shall before taking possession of the said Flat also pay to the Developer the following amounts:

(i) A sum of Rs. 250/- towards acquiring of 5 shares of Rs. 50/- each and entrance fee of Rs. 1,000/- within a period of seven days from the date of notice and in any event before possession of the said Flat is handed over to the Purchaser;

(ii) Provisional Maintenance Charges for 12 (twelve) months in advance, commencing a week after notice in writing is given by the Developer to the Allottees/Purchaser/s that the said Flat, is ready for being occupied, the Allottees/Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial twelve months as aforesaid, the Allottees/Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Allottees/Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till formation of the said Body to the Developer and after formation of the said Body to the said Body and shall not withhold the same for any reason whatsoever. It is further agreed that the Allottees/Purchaser/s will be liable to pay interest @ 24% p.a. or as otherwise demanded by the Developer/the said Body for any delay in payment of such outgoings The maintenance charges would include inter-alia the following:-

(a) The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the said Proposed Buildings, water pipes and electric wires in under or upon the said Proposed Buildings used by the premises/ premises holder/s in common with the other

occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Buildings and other common areas and amenities as enjoyed by the premises Allottees/Purchaser/s in common as aforesaid and the boundary walls of the Proposed Buildings, compounds etc.

- (b) Common internal roads that may lead to the said Property and which the occupants of the Proposed Buildings in the said Property would be using in common with the occupants of the neighboring building/s and any other similar common infrastructural amenities or conveniences.
- (c) The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Buildings and the said Property used by the premises Purchasers in common as aforesaid.
- (d) The cost of the salaries of certain workers like clerks, accountant, liftmen, Chowkidars, pump man, sweepers, drivers, housekeeping charges, etc., and the proportionate salary of certain part time workers like Engineers, Supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.
- (e) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
- (f) The cost of maintenance of the common layout amenities like internal roads, gardens, play area, internal road lights, storm water drains, sewage drains, CCTV cameras, Compound Wall lights, Main Gate lights, Security cabins etc.
- (g) Insurance of the said Building (if and when taken).
- (h) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment's that

may be installed in the said Proposed Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, Civil, Mechanical and Electrical system installed for reuse of the waste water, Civil, Mechanical and Electrical system for rain water harvesting, High speed lifts, Submersible Pumps installed in Tank for Municipal Water and Tank for storage of Tanker / Bore well water, Pumps installed for firefighting, Tank for municipal water, Overhead Tank and other water tanks by whatever name called, Firefighting system, Common Electric system. (Installed for the lights, pumps, equipment's, lifts, security system etc.), Common Plumbing system, Common Security System and such other expenses as are necessary or incidental for the maintenance and upkeep of the building and the said Property.

- (i) The Allottees/Purchaser/s is/are aware that after the possession of the said Flat is offered to the Allottees/Purchaser/s and after he /she / they is/are admitted as member/s to the said Body, it may take at least 12-18 months for the said Body to work out and inform each of the members about the exact breakup of the maintenance charges payable by him / her / them. Therefore during such a period the said Body is likely draw up adhoc bills towards maintenance. The Allottees/Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would give the said Body a time period of 12 to 18 months or more from the date of he/she/they is/are admitted as member/s of the said Body, to enable the said Body to work out the exact details of the maintenance charges payable by him/her/them.

34. The Allottees/Purchaser/s shall pay to the Promoter/Developers a sum of Rs. 5,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
35. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottees/Purchaser/s shall pay to the Promoter/Developers, the Allottees/purchaser'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 said land, the Allottees/Purchaser/s shall pay to the Promoter/Developers, the Allottees/purchaser'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 favour of the Apex Body or Federation.
36. In the event of the said Body being formed, and registered before the sale and disposal by the Developer of all the premises in the Proposed Buildings, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the unsold premises in the Proposed Buildings and the powers and the authority of the said Body shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Buildings and in particular, the Developer shall have sole, exclusive and absolute

authority and control as regards the unsold premises/Apartments and the disposal thereof, **PROVIDED ALWAYS** that the Allottees/Purchaser/s hereby agree/s and confirm/s that in the event of the said Body being formed earlier than the Developer dealing with or disposing of all the premises/Apartments constructed in the Proposed Buildings, then and in such an event at the discretion of the Developer, the Developer itself or any Allottees/Purchaser/s or transferee of the Developer in respect of any premises or nominee of the Developer shall be admitted to the said Body, without payment of any premium or any additional charges save and except Rs. 250/- (Rupees Two hundred and Fifty Only) for the share money and Rs. 1000/- (Rupees One Thousand Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Body, as the case may be.

37. It is expressly agreed that the Allottees/Purchaser/s along with the other purchasers/occupants of premises in the said Proposed Buildings shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the said Proposed Buildings and the nature, extent and description of such common areas and facilities which the Allottees/Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Limited Common Areas and Common Areas of the Third Schedule hereunder written.
38. The Allottees/Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a housing loan from any financial institution or bank, for acquiring the said Flat by offering the said Flat as security. However, such loan should be strictly personal to the Allottees/Purchaser/s and the right of the Developer to receive the balance consideration from the Allottees/Purchaser/s shall override the rights of the financial institution/bank/organization/ employer in

respect of the loan so taken. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottees/Purchaser/s. Once the Allottees/Purchaser/s has/have paid the full consideration as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Allottees/Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Allottees/Purchaser/s personally and not against the said Property, the said Proposed Buildings or any one of them or any of the other premises in the said Proposed Buildings, and not against any other assets/rights of the Developer.

39. The Promoter/Developers hereby represents and warrants to the Allottees/Purchaser/s as follows:
- i. The Promoter/Developers has clear and marketable title with respect to the said land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of project.
 - ii. The Promoter/Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the said land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the said land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said 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, said land and said building/wing shall be obtained by following due process of law and the Promoter/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building/wing and common areas;

- vi. The Promoter/Developers 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 Allottees/Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter/Developers 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 said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottees/Purchaser/s under this Agreement;
- viii. The Promoter/Developers confirms that the Promoter/Developers is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottees/Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees/purchaser's the Promoter/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/purchaser's;
- x. The Promoter/Developers 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 till obtaining the O.C.;

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

40. The Allottees/Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- (i) To maintain the said Flat at the Purchaser's/Purchasers' own cost in good tenantable repair and condition from the date the possession of the said Flat is offered and shall not do anything or suffer anything to be done in or to the said Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the BMC and other concerned local or any other authority nor to the said Flat itself or any part thereof.
- (ii) Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any Floor Space Index whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the said Body are in any manner whatsoever prejudiced/ adversely affected.
- (iii) Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written

approval of the Developer and the Structural Engineers and the RCC Consultants of the said Proposed Buildings.

- (iv) 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/Developers to the Allottees/Purchaser/s 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 of the concerned local authority or other public authority. In the event of the Allottees/Purchaser/s committing any act in contravention of the above provision, the Allottees/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the said Proposed Buildings or storing of which goods is objected to by the BMC and other concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said Proposed Buildings or any other buildings to be constructed on the said Property. On account of negligence or default of the Allottees/Purchaser/s in this behalf, the Allottees/Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the

Allottees/Purchaser/s and the Allottees/Purchaser/s shall not be entitled to question the same.

- (vi) To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Allottees/Purchaser/s.
- (vii) Not to demolish the said Flat or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Buildings and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Buildings and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Flat without the prior written permission of the Developer and/or the said Body, when formed. Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the said Property and the Proposed Buildings or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (viii) 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 on the terrace or on the other premises or any portion of the said Property and the Proposed Buildings.
- (ix) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the BMC and other concerned local/public authority either on

account of change of user or otherwise in respect of the said Flat by the Allottees/Purchaser/s.

- (x) The Allottees/Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said Flat, without the prior written permission of the Developer, until all the dues payable by the Allottees/Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.
- (xi) The Allottees/Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the BMC and other concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Allottees/Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Allottees/Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Body and/or the BMC and other concerned authority and/or other public authority.
- (xii) The Allottees/Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Body regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- (xiii) The Allottees/Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all

reasonable times, to enter into and upon the said Property/Proposed Buildings/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (five) years from the Allottees/Purchaser/s being put in possession of the said Flat.

- (xiv) The Allottees/Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.
- (xv) The Allottees/Purchaser/s is aware of various concessions, approvals granted to the Developer at the time of construction of the said Proposed Buildings. The Allottees/Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency if any and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Property or in the adjoining plots.
- (xvi) The Allottees/Purchaser/s is/are aware that the plans are approved with the use of Floor Space Index by paying premium towards the staircase; lift lobby passage, internal staircase, TDRs etc.
- (xvii) The basement and service areas, if any, as located within the complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees/Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the

association of allottees/purchaser's formed by the Allottees/purchaser's for rendering maintenance services.

41. 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 Allottees/Purchaser/s 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/Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.
42. After the Promoter/Developers executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Allottees/Purchaser/s who has taken or agreed to take such Apartment.
43. Forwarding this Agreement to the Allottees/Purchaser/s by the Promoter/Developers does not create a binding obligation on the part of the Promoter/Developers or the Allottees/Purchaser/s until, firstly, the Allottees/Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees/Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by

the Promoter/Developers. If the Allottees/Purchaser/s(s) fails to execute and deliver to the Promoter/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developers, then the Promoter/Developers shall serve a notice to the Allottees/Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottees/Purchaser/s, application of the Allottees/Purchaser/s shall be treated as cancelled and all sums deposited by the Allottees/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottees/Purchaser/s without any interest or compensation whatsoever and on deduction / forfeit of amount as mentioned under Clause no. 25.

44. 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 apartment/plot/building, as the case may be.
45. It is expressly agreed by and between the Parties as follows:
 - (a) As aforesaid the Developer shall be constructing the Proposed Buildings in accordance with the Existing Building Approvals comprising of Basement + Ground / Stilt + Upper 18 Floors and with further / future proposed expansion of buildings or as may be permitted by the BMC from time to time with addition of floors in the Proposed Buildings as well as further expansion in the Proposed Buildings and the Allottees/Purchaser/s is/are not

entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

- (b) It is further agreed that save and except the aforesaid terrace over the top floor in the said Proposed Buildings, the Developer is entitled to sell the terrace/s which may be abutting the respective premises for the exclusive use of the Allottees/Purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from BMC and other concerned authorities and the Developer. The Allottees/Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Allottees/Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottee/s /transferee/s/ licensee/s.
46. The Developer shall have full power and absolute authority, if so permitted by the BMC and other concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in same or other building/s out of the Proposed Buildings and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout / Building plan of the said Property as

also construct additional building/s/structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Allottees/Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Allottees/Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be deemed to be the consent of the Allottees/Purchaser/s in accordance with section 7A of MOFA.

47. The Allottees/Purchaser/s admits having taken full free and complete inspection of all the documents required to be given by the Promoter/Developers under the provisions of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act and the Rules, framed thereunder from time to time. And the Purchaser is well aware that the project has got all sanctions by M.C.G.M./MHADA & C.C. upto Thirteenth Floor. The Allottees/Purchaser/s do hereby grant and/or confer upon Promoter/Developers the irrevocable right and/or authority for the purposes set out herein below:
- (a) Without changing the area of the flat the Promoter/Developers shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof.
 - (b) The Promoter/Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct additional floors as the Promoter/Developers may think fit and proper. The Promoter/Developers shall have the sole and

absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off any part or portion of the said building including the stilt, cover garages, terraces, and to permit the same to be utilised for any purpose as may be permitted for the said building and to permit the same to be utilised for any purpose to any of the Allottees/Purchaser/s thereof for such consideration and upon such terms and conditions as the Promoter/Developers may deem fit without having any reference of whatsoever nature to the Allottees/Purchaser/s.

- (c) The Allottees/Purchaser/s shall not raise any objection on any ground as to the Promoter/Developers right, reserved hereunder.
- (d) The Promoter/Developers shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Promoter/Developers under the TDR by constructing tenements, to sell such tenements for such permissible user as the Promoter/Developers may think fit and proper to such person or persons for such consideration as the Promoter/Developers may in their absolute discretion deem fit and proper.
- (e) The Promoter/Developers shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rule or by any special concession being granted by the Brihanmumbai Mahanagar Palika or any other authorities including the F.S.I. available in lieu of the road widening setback reservation, pro-rata F.S.I. of layout etc.
- (f) The Allottees/Purchaser/s hereby agree and confirm that Allottees/Purchaser/s shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, common passage, compound, terrace, lobby and porch area, open areas including the garden area and that the right of the Allottees/Purchaser/s is confined only to the said premises hereby agreed to be allotted, sold and transferred.

- (g) Irrespective of the possession of the said flat / premises/ garage space being given to the Allottees/Purchaser/s and/or the management being given to the ad-hoc committee/society or the flat Allottees/Purchaser/s the rights under this clause and/or under this agreement reserved for the Promoter/Developers for exploiting the potentialities of the property described in the schedules hereunder written shall be subsisting and shall continue to vest in the Promoter/Developers till the completion of the entire development work of the said property and till the time the Promoter/Developers obtain Occupation Certificate and completion Certificate in respect thereof and handing over the possession of the respective residential flats to the respective buyer thereof.
- (h) The Allottees/Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Allottees/Purchaser/s to the Promoter/Developers to enable the Promoter/Developers to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Brihanmumbai Mahanagar Palika and the Allottees/Purchaser/s hereby further agree/s that after the proposed Co-operative Society is registered the Allottees/Purchaser/s as a member or shareholder of such society shall accord his/her/their consent through such Society giving to the Promoter/Developers full facility, assistance and cooperation to enable the Promoter/Developers to change the users, to make the said additional floors which may be constructed by the Promoter/Developers and also for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed. The Allottees/Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said flat /

garage agreed to be acquired by him/her/them or compensation or damage on the ground of loss of air, light or otherwise in respect of the said premises or any portion of the said property till Promoter/Developers confirm in writing that the said project is completed in all respect.

- i) The design of the said building is subject to amendments and changes as may be stipulated by the local planning authority, Government, local authority and/or as per the requirements of the Developer. The Allottees/Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Buildings, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the local planning authority or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottees/Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat, said Proposed Buildings on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Allottees/Purchaser/s is not in any manner reduced/altered.

48. It is clarified that the right of the Allottees/Purchaser/s is restricted to the said Flat/Apartment agreed to be sold to him/her/them by the Developer as per the typical floor plan annexed hereto as Annexure IV

and use and enjoyment of common areas and utilities in common as aforesaid and the Allottees/Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to upon the said Property and/or the said Proposed Buildings or any other space surrounding the Proposed Buildings or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

49. It is expressly agreed, by and between the Developer and the Allottees/Purchaser/s that the said Flat is sold to the Allottees/Purchaser/s for residential purpose only and it shall be utilized for the purpose for which it is sold to the Allottees/Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to 'change the user' of the said Flat, without prior written consent in writing of the Developer and the concerned authorities.
50. Before delivery of possession or grant of license to enter the said Flat to the Allottees/Purchaser/s, the Allottees/Purchaser/s shall inspect the said Flat and the internal amenities provided therein and thereafter the Allottees/Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect of the construction work, if the same are in accordance with this Agreement.
51. The Allottees/Purchaser/s shall be entitled to the possession of the said Flat only after the full aggregate consideration of as mentioned in **Clauses 3 and 4** above and all other amounts/sums payable by him/her/them mentioned hereunder and/or otherwise in respect of the said Flat are paid by the Allottees/Purchaser/s to the Developer as specified herein.

52. The Developer shall not put the Allottees/Purchaser/s in possession of the said Flat unless and until:
- (i) The Allottees/Purchaser/s has/have paid the entire aggregate consideration as provided by Clauses 3 and 4 hereof and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer as specified herein.
 - (ii) The Developer has received the Completion Certificate / Occupation Certificate (O.C.) as per prevailing rules and regulations from the BMC.
 - (iii) Upon possession of the said Flat or license to enter the said Flat being given to the Allottees/Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Allottees/Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.
53. The State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Value Added Tax, Service Tax And G.S.T. (hereinafter referred to as "**the said Taxes**") applicable to transactions for the sale of constructed premises. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Flat by the Developer to the Allottees/Purchaser/s. The Allottees/Purchaser/s agree/s and undertake/s that the same is payable by the Allottees/Purchaser/s and that the Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the

Developer against the payment of the said Taxes, then and in such an event, the Developer shall be solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Allottees/Purchaser/s. Therefore, the Allottees/Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Allottees/Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

54. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax (if and when made applicable), or any other tax by whatever name called, at the time of execution of the this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Allottees/Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.
55. It is also understood and agreed by and between the Parties hereto that the terrace space in front of or adjacent to the terrace flat in the said Proposed Buildings , if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat acquirer. The said terrace shall not be enclosed by the Allottees/Purchaser/s without obtaining

permission in writing is obtained from the concerned local authority and the Developer.

56. The Allottees/Purchaser/s shall be responsible for additional Municipal Taxes that may be levied by reason of the user of any permitted tenancy or lease and license agreement in respect of the Premises allotted to the Allottees/Purchaser/s.
57. It is also agreed and understood that the Developer shall only pay the Municipal tax for the unsold premises in the said Proposed Buildings and will not pay any maintenance charges like water, light etc., of the common area and security charges and the Developer can sell the premises in the said Proposed Buildings to any prospective buyers and then such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Body.
58. The Allottees/Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Allottees/Purchaser/s as set out in this Agreement save and except the obligation of the Allottees/Purchaser/s to pay the balance consideration and other sums as aforesaid) if the Allottees/Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Allottees/Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit any amount/s till then paid

by the Allottees/Purchaser/s to the Developer and thereupon the Developer shall be free and entitled in its own right to deal with the said Flat and their rights therein in any manner as the Developer in its sole and absolute discretion deems fit and proper without any reference and/or payment of any sums whatsoever to the Allottees/Purchaser/s. In such an event, the Allottees/Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Developer/their transferee/s/allottee/s/ nominees.

59. The Allottees/Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear nor shall the Allottees/Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage, terrace etc. of the said Proposed Buildings and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the said Building, including fixing or changing or altering Grills, Windows, air conditioners, Chajjas etc., The Allottees/Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer. The Developer's decision in this regard would be final and binding on the Allottees/Purchaser/s.
- 60 The Allottees/Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Allottees/Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses,

damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottees/Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Allottees/Purchaser/s and/or arising there from.

61. The execution of this Agreement shall be complete only upon its execution by the Promoter/Developers through its authorized signatory at the Promoter/Developers office or at some other place, which may be mutually agreed between the Promoter/Developers and the Allottees/Purchaser/s. After the Agreement is duly executed by the Allottees/Purchaser/s and the Promoter/Developers or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar. Hence this agreement shall be deemed to have been executed at Mumbai.
62. If the Allottees/Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Allottees/Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Allottees/Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottees/Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottees/Purchaser/s to be observed, performed and complied with. All

the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

63. The Allottees/Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said Proposed Buildings and/ or the premises therein.
64. That all notices to be served on the Allottee and the Promoter/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees/Purchaser/s or the Promoter/Developers by registered post A.D. or notified Email Id / Under certificate of posting at their respective address specified below :

MR. MAHESH NARAYAN DHARAMKAMBLE &

MR. NARAYAN NARSOJI DHARAMKAMBLE Allottee

Name

**702, Divine Shelter CHSL., Opp. Dr. Ambedkar School,
Dharavi Cross Road,**

Sion, Mumbai - 400 017 Allottee Address

Notified Email ID : ahersangeeta@yahoo.co.in

M/s. Hiranimanthan Builders & Developers ...Promoter/Developers Name

B-110, Sweta Park, Daulat Nagar, Road No.2,

Borivali (East), Mumbai – 400 066 ...Promoter/Developers Address

Notified Email ID : maheshkamble409@gmail.com

It shall be the duty of the Allottees/Purchaser/s and the Promoter/Developers 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 posed at

the above address shall be deemed to have been received by the Promoter/Developers or the Allottees/Purchaser/s as the case may be.

65. All obligations of the Allottees/Purchaser/s and covenants made by the Allottees/Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
66. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Allottees/Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Allottees/Purchaser/s hereunder.
67. The Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
68. The Allottees/Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the said Proposed Buildings and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Property and/or the said Proposed Building and/or any part thereof.
69. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Allottees/Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms

and conditions of this Agreement by the Allottees/Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

70. This Agreement shall always be subject to the provisions contained in the MOFA and the rules framed there under viz. Maharashtra Ownership Flats Rules, 1964 and the stamp duty and registration charges in respect of this Agreement as well as other documents executed hereafter including interalia the said Conveyance in favour of the said Body shall be borne and paid by the Allottees/Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.
71. The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.
72. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
73. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and

validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

74. 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.
75. The Purchasers hereby give their unconditional consent under these presents to the Promoter/Developers for carrying out any such changes and/or alterations and/or modifications and/or relocation of the Right of Access as may be demanded by Brihanmumbai Mahanagarपालिका while carrying out changes in the layout plan from time to time.
76. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, sale, Management and Transfer) Act, and the Maharashtra Apartment Ownership Act 1970 and the Rules framed thereunder from time to time or any amendment or enactment thereto for the time being in force or any other provisions of law applicable thereto.

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

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

On or towards the North by	:	Bldg No. 34
On or towards the South by	:	Bldg No. 32
On or towards the West by	:	Bldg No. 31
On or towards the East by	:	12.20 mtr. Wide road

SECOND SCHEDULE

Flat No. 1802 of **RERA carpet area 60.13 Sq. Mtr. (647.24 Sq.ft.)** on the **Eighteenth Floor**, in the Nehru Nagar Swanand Co- Operative Housing Society Limited, Proposed Redevelopment of Bldg. No. 33 Survey No. 229 & 267 and City Survey No. 11 (Part), Mauje Kurla at Nehru Nagar (Kurla), Mumbai – 400 024 and as marked in the floor plan hereto Annexed.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seals on the day and year First herein above written.

SIGNED AND DELIVERED)
By the with named **M/S. HIRANIMANTHAN**)
BUILDERS AND DEVELOPERS)
Through hands of SHRI DINESH B. SAVANT)
OR SHRI HASMUKH R. HIRANI)
IN PRESENCE OF _____)

- 1.
- 2.

SIGNED AND DELIVERED)
By the within named PURCHASERS)
MR. MAHESH NARAYAN DHARAMKAMBLE)

&

MR. NARAYAN NARSOJI DHARAMKAMBLE)
In presence of _____)

- 1.
- 2.

RECEIPT

RECEIVED a sum of **Rupees 1,00,000/- (Rupees One Lakh Only)** from **MR. MAHESH NARAYAN DHARAMKAMBLE & MR. NARAYAN NARSOJI DHARAMKAMBLE** being advance and part payment against the sale price for purchase of the Flat No 1802, Eighteenth Floor, of the building known as Nehru Nagar Swanand Co. Op. Hsg. Soc. Ltd., Building No. 33 Survey No. 229 & 267 and C. T. S. No. 11 (pt), Nehru Nagar, Kurla (E), Mumbai – 400 024.

We SAY RECEIVED

Rupees 1,00,000/-

for M/s. Hiranimanthan Builders and Developers

Partners

Witnesses: -

1)

2)

INTERNAL AMENITIES LIST

I)	Type Of Structure	:	R.C.C. Framed Structure With R.C.C. Pile Foundations, Columns, Beams, Slabs, Chhajjas, Staircases, Water Tanks Etc.
II)	External Walls	:	6"Th. Brick Walls
III)	Internal Walls	:	4 1/2" Th. Brick Walls
IV)	Internal Plaster	:	Smooth Cement Plaster With Neeru Finish (2 cotes)
V)	External Plaster	:	Sand Face Cement Plaster (2 Coats) With Water Proofing Compound)
VI)	Colour	:	Oil Bond Distemper Colour On Inside Walls & Pop Molding In Hall & Bedrooms.
VII)	Doors: Main Door	:	Salwood. Frame 5"X 3" With 30mm Flush With Decorative Lamination With Heavy Duty S.S. Hinges, S.S. Order, Handle Aluminum, tower bolt, tadi, godrej, latch lock.
VIII)	Door For Bed Room	:	30mm Th. Flush With 6" Wide Marble Frame With Heavy Duty S.S Hinges & Aluminum Tadi And Tower Bolts.
IX)	Door For Bath	:	Hardner Door Fixed To Marble And W.C. Patti With S.S. Hinges And Aluminium Lower Bolts
X)	Windows	:	Aluminum 2 To 4 Track Anodized Sliding Windows With Plain Glass & Sliding Shutters Fixed To White Marble With Black Caddappa. Aluminum Bajri Glazed Louvered Windows Fixed To White Marble Patti Ti All 4 Side To All Baths And Wcs. French Window 6 ft. height.
XI)	Flooring	:	2'x 2' Vitrified/Porseleno Flooring In All Rooms, Bath Room With Antiskid Flooring, All Staircase

			With Riser In Kotha Stone. Flooring With 4" Skirting Of The Same To All Living Rooms, All Passages And All Bed Rooms. For Wall Tiles – Spania, Hinsun, Deep son, Mci, Fashion, Kalyan, Udyagold, Option
XII)	Dado	:	8" X 12" Decorative Concept Tiles to Full Height To All Baths, WCS, Wash Basin And Above Kitchen Platforms.
XIII)	Kitchen Platform	:	Black Granite Top, Stainless Steel (Nirali 24" X 18") Sink, Granite Facia Patti Moldings Exhaust Fan Should Be Provided.
XIV)	Plumbing	:	All Plumbing Inside The Flat, (Bath, W.C., Kitchen Sink, Wash Basin) Shall Be Concealed With G.I. Pipes & P.V.C. Pipes Outside The Building With Elbows, Bends, Coupling, Nahani Trap Etc. Shall Be Of Good Quality Pvc Pipes. All Internal Lines Of 1/2" External Lines In 4" & 3" PVC Pipes Upto Ground Floor Sewer Lines Upto Compound Wall In 6" Or As Per Municipal Panel Plumbers Recommendations All Tapes And Cock Of Seiko Company. Wall Mounted English Commode In The Bathroom /Indian. External Drainage Line Will Consist Of PVC Pipe And Cast Iron Chamber Delivery.
XV)	Electrification	:	All Electric Copper Wiring Will Be Concealed With Approximately 55 Points In Each Flat Includes, TV Cable, Domestic, Telephone Point Etc.

DECLARATION

I/WE **MR. MAHESH NARAYAN DHARAMKAMBLE** age **32** years
(Pan No. ATKPD3269M) & **MR. NARAYAN NARSOJI DHARAMKAMBLE**
age **62** years **(Pan No. ACFPD8106P)** Indian Inhabitant, having
his/her/their address at **702, Divine Shelter CHSL., Opp. Dr. Ambedkar
School, Dharavi Cross Road, Sion, Mumbai - 400 017** Hereinafter called
"THE PURCHASER/S / ALLOTTEES" Flat No. **1802** of **RERA carpet area
60.13 Sq. Mtr. (647.24 Sq.ft.)** on the **Eighteenth Floor**, in the **Nehru
Nagar Swanand Co- Operative Housing Society Limited**, Proposed
Redevelopment of **Bldg. No. 33 Survey No. 229 & 267** and **City Survey No.
11 (Part), Mauje Kurla at Nehru Nagar (Kurla), Mumbai – 400 024.**
hereby understand and undersigned that the Stamp duty related to the
execution and registration of this agreement of sale is borned by the
THE PROMOTER/DEVELOPERS and not by **THE PURCHASER/S /
ALLOTTEES.**

Yours Faithfully

**(MAHESH NARAYAN DHARAMKAMBLE & NARAYAN NARSOJI
DHARAMKAMBLE)**