**DRAFT AGREEMENT FOR SALE**

**THIS AGREEMENT** is made at Mumbai this day of **July, 2024**;

**BETWEEN**

**M/S. OM SAI GRIHA NIRMAN PVT. LTD.**, a company incorporated under the Companies Act, 1956, Registration No. D06299523, having its office at 42 Modi Bhuvan, 19 Pandita Ramabai Road, Gamdevi, Mumbai-400007, through its authorised signatory Mr. Piyush Meghani, hereinafter referred to as **‘The Developer’** (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **ONE PART**;

 **AND**

**(1)Mr. Bhawadeep Nana Yeshwante** an adult Indian, inhabitant of Mumbai, having address at Wadavali Section, B3/7 15, Brahmaputra B Cabin Road, Shivshakti Nagar, Ambarnath, Thane-421501 Maharashtra, **Currently Residing at** Nichi CHS, B-22, 3rd Floor, Shivshrusti Near Nehru Nagar, Bus Depot Kurla (E) Mumbai-400024, Maharashtra **(2) Mr. Siddharth Bhawadeep Yeshwante** an adult Indian, inhabitant of Mumbai, having address Nichi CHS, B-22, 3rd Floor, Shivshrusti Near Nehru Nagar, Bus Depot Kurla (E) Mumbai-400024, Maharashtra and hereinafter referred to as the **‘Purchasers'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

**WHEREAS:**

(a) One Veer Sidhanak Co-operative Housing Society Limited, a Co-operative Housing Society, duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/1802, (hereinafter for the sake of brevity referred to as “**the said Society**”), acquired through State Government Order issued by Collector vide their Letter bearing No. C/LND-SR-1-125 dated 12th December, 1966, an immovable property comprising two plots originally bearing No. 20 and 21 and now bearing No. 11 and 12 of Town Planning Departments from Survey No. 14, C.T.S. No. 114/16 of Chembur, Taluka Kurla, admeasuring 2009.28 sq. yards equivalent to 1680 sq. mtrs. or thereabouts as per the Property Registration Card within the Jurisdiction of Sub-Registrar Kurla-II, Chembur, within the Registration District and Sub-District of Mumbai Suburban and Mumbai City and more particularly described in the **First Schedule** hereunder written (hereinafter for the sake of brevity referred to as “**the said Property**”) on the terms and conditions stipulated therein and the said Allotment in coordination to the provisions of P.W.R. 219 scheme;

(b) On the plot of land bearing Plot No. 12 the society constructed a building consisting of Ground plus Four upper floors consisting 20 flats (hereinafter for the sake of brevity referred to as “**the said old Building”**); However the society could not start any construction on Plot No.11 for 22 members and the same remained vacant;

(c) The old building on Plot No. 12 was constructed in or about 1989 and was assessed by Municipal Corporation of Greater Mumbai;

(d) The Society and its existing members were desirous of developing the said Property by demolishing the old building since the same was quite old and in a dilapidated and dangerous condition and the Society was in need of constructing another building to accommodate the said 22 members on Plot No.11. In view of the extremely high cost of carrying out repairs and/or additions to the existing building and development of another building, the Society decided to appoint a Developer to provide accommodation to all the existing 42 members of the Society by constructing a new multi-storied building thereon of Residential flats, parking spaces, etc. ;

(e) Vide an Agreement for Development dated 30-10-2014 duly registered before the Sub Registrar of Assurances at Kurla-I under Sr. No. KRL-1-9846-2014, the Society as the party of the First Part has appointed the Developer herein as the Developer in respect of the redevelopment of the said Property of the Society wherein it was inter alia agreed to give permanent alternative accommodation to its 42 members free of cost and with an authority to sell the balance area available to the Developer by utilizing and exploiting the balance FSI of the said Property and/or additional TDR as well as any other FSI on the said Property as permitted by the Society under the said Development Agreement dated 30-10-2014;

(f) Accordingly the Developer herein is entitled to develop the said property and thus the Developer herein has undertaken the work of redevelopment of the said property and has registered the said Project in the name of “Veer Sidhanak CHS Ltd.” with RERA under Registration No. P51800015156. The Registration Certificate of Project dated 02-02-2018 issued by the Maharashtra Real Estate Regulatory Authority is annexed and marked as **Annexure-1**;

(g) The Developer also made a payment in 2014 to the Collector, in compliance with their demand, for obtaining the approval for redevelopment of the said property and received NOC to develop the property vide C/2B/A-377/2021 dated 11-02-2021.

(h) The Local Authorities have also granted in favour of the Developer, Commencement Certificate bearing No. CHE/ES/1726/L/337(NEW)/FCC/1/New dated 13-04-2017, further amended on 8th September, 2023 for commencing the construction of the said Building;

(i) The Developer accordingly has commenced Re-Development of the said Property of land by demolishing the old building and thereby constructing one multi-storied building on the said Property consisting of Ground plus three podium parking plus fourteen upper floors to be known as “Veer Sidhanak Cooperative Housing Society Ltd.” (hereinafter referred to as the “**Said Building**”) in accordance with the sanctioned building plans and will be entitled to make such variations or amendments thereto as the Developer may in its absolute discretion deem fit and proper;

(j) The services of Consultants Combined, registered with the Council of Architects and M/s Jirage Structural Consultant Pvt. Ltd., RCC consultant, have been engaged for preparation of the plans, designs and drawings and to supervise the construction of the said Building;

(k) The plans, specifications and elevation plans for Re-Development of the said Property by construction of the new Building thereon have been sanctioned by the Municipal Corporation of Greater Mumbai as per the Commencement certificate no. CHE/ES/1726/L/337(NEW)/FCC/1/New dated 13-04-2017, further amended on 8th September, 2023.

(l) The Developer has the right to sell and allot the balance premises, open/stilt/upper stilt, parking spaces, terraces and any other premises in the said Building and to enter into Agreements with the Purchasers of such Premises, Tenements etc. and to receive the consideration in respect thereof;

(m) The Developer has given inspection to the Purchasers of all the documents relating to the said property and the said Building including the sanctioned plans, designs and specifications prepared by the architects and such other documents as are specified in the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and in the rules and Regulations made thereunder and that the Purchasers have perused the same and have entered into this agreement being fully aware and understanding the contents and implications thereof;

(n) Prior to the Execution hereof, the Purchasers have satisfied themselves about the title of the Developer to the said Property and that the Purchasers hereby accept the Developer’s title to the same;

(o) The Copies of (1) The block plan of the said Property and the said Building, (2) The Property Card, (3) The Certificate of Title in respect of the said Property issued by Advocate Sayed Wahid & Co., (4) The Commencement Certificate bearing No CHE/ES/1726/L/337(NEW)/FCC/1/New dated 13-04-2017, further amended on 8th September, 2023, (5) The Floor plan of the Premises agreed to be purchased by the Purchasers is annexed hereto as **Annexure `2’ to `6’ respectively**;

 (p) The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

 (q) The Purchasers have offered to purchase from the Developer the Residential Premises being Flat No 1005, on the 10th floor admeasuring about 622 sq. ft. (RERA Carpet Area), (Subject to a variation of (+) or (-) 3%), shown by red colour outline on the plan annexed here to as **Annexure`7’** alongwith an assured Car Parking Spacein the said Building to be known as `Veer Sidhanak Cooperative Housing Society Ltd.**’** and which is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the **‘Premises’**) for a consideration of Rs.1,29,66,918/- (Rupees One Crore Twenty Nine Lakh Sixty Six Thousand Nine Hundred Eighteen Only) (hereinafter referred to as the **“Sale Consideration”**);

(r) Relying upon such offer and Application, the Developer has agreed to sell to the Purchasers, the said Premises for the said consideration (inclusive of TDS) and on the terms and conditions hereinafter appearing; the Developers have further informed the Purchasers that the flat number and floor being presently registered may change subject to approval of further plans by MCGM and this agreement for sale may subsequently need to be rectified in this regard.

(s) In respect to the transaction of the said Premises, the sale consideration stated at clause 2(iii) below, is exclusive of additional levies such as a) Stamp Duty (presently Rs. 7,78,016/- at 6%), (b) Registration charges (presently Rs.30,000/-), (c) GST at 5% (Rs.6,48,346/-) and any other statutory taxes/duties/levies/cess as may be imposed by the Government in due course. However, though the GST is applicable at the rate of 12%, the Developer has decided to collect only 5% from the above-said Purchasers.

 (t) The Purchasers have paid an amount of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) on or before execution of this Agreement towards the part consideration out of the agreed consideration (the payment and receipt whereof the Developer do hereby admits and acknowledges) and have agreed to pay the balance consideration in the manner as mentioned hereinafter. The sum of Rs. 1,29,669/-(Rupees One Lakh Twenty Nine Thousand Six Hundred Sixty Nine Only) being 1% of the consideration shall be paid by the Purchasers directly to the Income Tax Department as Tax Deducted at Source (TDS) within the stipulated time under section 194-IA of the Income Tax Act 1961. Such deduction and payment to the Income Tax Department as aforesaid shall be deemed as payment of part consideration under this Agreement;

(u) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(v) The Carpet area of the said Premises as defined under the RERA ACT is about 622 sq.ft. equivalent to 57.78 sq.mtrs. (with a variation of (+) or (-) 3%);

(w) Under section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Flat with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908 in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchasers hereby agree to purchase the said Premises;

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

1. The Developer shall construct the said building/s consisting of 3 Podiums and **14 upper** floors on the subject Property of land as described in the **First Schedule** hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**PROVIDED THAT** the Developer shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Flat of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

2. **SALE CONSIDERATION AND MANNER OF PAYMENT**:

(i) The Purchasers hereby agree to purchase from the Developer and the Developer hereby agrees to sell to the Purchasers, the Residential premises being Flat No.1005, admeasuring about 622 sq. ft.(RERA carpet area) equivalent to about 57.78 Sq. mtrs. (with a variation of (+) or (-) 3%); on the 10th floor in the building to be known as `Veer Sidhanak Cooperative Housing Society Limited’ consisting of 3 Podiums and 14 upper floors to be constructed on the subject property lying, being and situate at Survey no.14, C.T.S. No. 114/16 of Chembur Taluka Kurla Mumbai Suburban, within the Registration District and Sub-District of Mumbai Suburban and shown by red colour outline on the plans annexed hereto more particularly described in the **Second Schedule** hereunder written (hereinafter collectively referred to as the **`Premises'**) for a consideration of Rs.1,29,66,918/- (Rupees One Crore Twenty Nine Lakh Sixty Six Thousand Nine Hundred Eighteen Only) which is to be paid in the manner as set out hereunder;

(ii) On the Request of the Purchasers the Developer hereby agrees to allot the Purchasers a parking space on the podium level.

(iii) The total aggregate consideration amount for the said Premises is thus Rs. Rs.1,29,66,918/- (Rupees One Crore Twenty Nine Lakh Sixty Six Thousand Nine Hundred Eighteen Only), to be paid in the manner as set out hereunder;

(iv) The Purchasers have paid on or before execution of this agreement a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) as advance and part payment and hereby agree to pay to the Developer the balance amount of Rs.1,14,66,918/- (Rupees One Crore Fourteen Lakh Sixty Six Thousand Nine Hundred Eighteen Only) in the following manner:-

**SCHEDULE OF PAYMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No.: | Schedule of Payment:  | Payable percentage as per progress | Amount payable including 5% GST (Rs.) |
| 1. | At the time of Booking | 10% |  13,61,526.39  |
| 2. | On commencement of plinth work | 20% | 27,23,052.78 |
| 3. | On commencement of 1st podium | 4% | 5,44,610.56 |
| 4. | On commencement of 2nd podium | 4% | 5,44,610.56 |
| 5. | On commencement of 3rd podium | 4% | 5,44,610.56 |
| 6. | On commencement of 4th slab | 3% | 4,08,457.92 |
| 7. | On commencement of 5th slab | 3% | 4,08,457.92 |
| 8. | On commencement of 6th slab | 3% | 4,08,457.92 |
| 9. | On commencement of 7th slab | 3% | 4,08,457.92 |
| 10. | On commencement of 8th slab | 3% | 4,08,457.92 |
| 11. | On commencement of 9th slab | 3% | 4,08,457.92 |
| 12. | On commencement of 10th slab | 3% | 4,08,457.92 |
| 13. | On commencement of 11th slab | 3% | 4,08,457.92 |
| 14. | On commencement of 12th slab | 3% | 4,08,457.92 |
| 15. | On commencement of 13th slab | 6% | 8,16,915.83 |
| 16. | On completion of masonry work of purchased unit | 2% | 2,72,305.28 |
| 17. | On commencement of Tiling of purchased unit | 5% | 6,80,763.20 |
| 18. | On commencement of Electrical work of purchased unit | 5% | 6,80,763.20 |
| 19. | On commencement of Plumbing work of purchased unit | 5% | 6,80,763.20 |
| 20. | On commencement of Internal Painting work of purchased unit | 3% | 4,08,457.92 |
| 21. | On possession | 5% | 6,80,763.20 |
|  | TOTAL |  |  1,36,15,263.90  |
|  | **Note: The above schedule may change subject to change in plans and permissions.** |

(v) The Purchasers are aware that as per the progress of the project, the Developer has presently completed the construction of 13th slab, as well as completion of Masonry work, Electrical work, Floor Finishing work (Tiling work) and Plumbing work. As such, the total payment due in accordance with the Clause 2(iv) above as on the date of execution of this Agreement is Rs. 1,19,29,565/- (Rupees One Crore Nineteen Lakh Twenty Nine Thousand Five Hundred Sixty Five Only) at 92% of the progress, which shall be paid by the Purchasers, immediately on the execution of this Agreement.

(vi) The payment by the Purchasers in accordance with the Clause 2(iv) and 2(v) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Developer has agreed to sell the said Premises to the Purchasers at the Sale Consideration inter alia because of the Purchasers having agreed to pay the Sale Consideration in the manner more particularly detailed in Clause 2 (iv) hereunder written. All the instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement (as stated at Clause 2(v) above) shall be paid by the Purchasers simultaneously on the execution of this Agreement.

 (vii) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties and cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchasers alone and the Developer shall not be liable to bear or pay the same or any part thereof.

(viii) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges or cost etc., the Developer shall enclose the said notification/order/rule/regulation, published/issued in that behalf and to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

(ix) The Developer shall confirm the final RERA carpet area that has been allotted to the Purchasers after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. In case there is any variance beyond 3% (three per cent) of the carpet area mentioned here, the Developer shall refund or demand the excess money to/from the Purchasers at the same rate per square meter as agreed in Clause 2(i) and 2(ii) of this Agreement.

(x) The Purchasers authorize the Developer to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchasers undertake not to object/demand/direct the Developer to adjust the payments in any manner.

(xi) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchasers, obtain from the concerned local authority, occupancy and/or completion certificates in respect of the Flat.

(xii) Time is the essence for the Developer as well as the Purchasers. The Developer shall abide by the time schedule for completing the project and handing over the said Premises to the Purchasers and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be.

(xiii) The Purchasers are aware that the Purchasers are required to deduct the Tax at Source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Purchasers shall comply with the same.

3. **Possession Date, Delays and Termination:**

(a) The Developer shall give possession of the Premises to the Purchasers on or before **31-12-2024** (**“Possession Date”**) or as extended by RERA from time to time. If the Developer fails or neglects to give possession of the Premises to the Purchasers on account of reasons beyond its control by the aforesaid date, then the Developer shall be liable, on demand, to refund to the Purchasers, the amounts already received by him in respect of the Premises with interest as per the RERA Rule from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

 **PROVIDED THAT** the Developer shall be entitled to a reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of –

1. Any force majeure event;
2. Any Notice, order, rule, notification of the Government and/or other public or competent authority/court;
3. Any stay order/injunction/stop work order issued by any court of Law/Competent Authority;
4. War, civil commotion or act of God ;
5. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(b) If the Developer fails to abide by the time schedule for completing the project and handing over the possession of the said Flat to the Purchasers on the possession date (save and except for the reasons as stated in clause 3(a), the Developer agrees to pay to the Purchasers, if he/she does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchasers, for every month of delay, till the handing over of the possession.

(c) If the Purchasers fail to make any payments on the stipulated date(s) and time(s) as required under this Agreement, then, the Purchasers shall pay to the Developer, interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of lending rate plus 2% thereon **(“Interest Rate”),** on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(d) Without prejudice to the right of Developer to charge interest in terms of sub clause 3(b) above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of instalments, the Developer shall at his own option, terminate this Agreement:

**Provided that**, The Developer shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate the Agreement.

**If the** Purchasers fail to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, this Agreement shall stand terminated and cancelled.

(e) On the termination and cancellation of this Agreement in the manner as stated in clause 3(d) above:

(i) that upon termination of this Agreement as aforesaid, the Developer shall be entitled to forfeit an amount equivalent to 25% of the total amount received by the Developer upto such termination or 10% of the sale consideration, whichever is more, together with the applicable taxes thereto;

(ii) the Developer shall refund to the Purchasers, the balance amount without any interest, as and when the same flat is sold to any other buyer or within a period of one year of termination, whichever is earlier;

(iii) the Purchasers shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever against the Developer in respect to the said premises, or any part thereof and the Developer shall be entitled to deal with and dispose of the same to any other person(s) as the Developer deems fit in its sole and absolute discretion without any further act or consent from the Purchasers and/or any notice or reference to Purchasers.

4. **Procedure for taking possession:**

(a) The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers as per the agreement, shall offer in writing, the possession of the Premises. The Developer, on its part, shall offer the possession to the Purchasers in writing within 7 days of receiving the occupancy certificate of the Project*.*

(b) The Purchasers shall take possession of the Premises within 15 days of the written notice from the Developer to the Purchasers intimating that the said Premises are ready for use and occupancy;

(c) Upon receiving the Notice of Possession from the Developer, the Purchasers shall take possession of the Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed by the Developer, and the Developer shall give possession of the Premises to the Purchasers. In case the Purchasers fail to take possession within the time provided in clause 4(b) above, such Purchasers shall continue to be liable to pay the maintenance charges and other charges with respect to said premises as applicable and as decided by the Developer;

(d) Within 15 days from receipt of the Possession Notice, the Purchasers shall be liable to bear and pay his/her proportionate share i.e. in proportion to the carpet area of the said Premises of outgoings in respect of the said Building including inter alia, local taxes, betterment charges, other indirect taxes.

5. The Developer is constructing a residential building of 3 podiums, 14 upper floors (hereinafter referred to as the **`Building'**) on the said Property. The parking spaces shall be situated on the specified floors of the said Building, as per sanctioned plans, which shall be used for parking of vehicles and other allied purposes as the Developer/its assigns may deem fit and proper. The said Building shall consist of flats/shops/offices/tenements/premises wherein free sale area shall be sold on ownership basis and society members area shall be allotted to the members of society. The said Building will be constructed in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Developer which have been seen and duly approved by the Purchasers. The Developer will always be entitled to make such variations and modifications to such sanctioned building plans as the Developer may deem fit or as may be required by the concerned local authority. The Developer will provide in the said Premises and the said Building the amenities and specifications fixtures and fittings as set out in the **Third Schedule** hereunder written. The Developer shall observe and comply with all the terms and conditions, stipulations and restrictions, if any, subject to which the concerned local authorities have sanctioned the plans.

6. The Developer has expressly informed the Purchasers and the Purchasers have clearly understood that the Developer shall amend or change the layout of the said Property and construct the said Building thereon. However such amendment shall not directly / indirectly or remotely obstruct / hinder / hamper the air, right, ventilation, view, access, egress or otherwise prejudice the use or enjoyment of the said Premises or any part thereof in any manner whatsoever. The consent hereinafter setout shall not be construed as a blanket consent and that the same has been granted after seeing the proposed plans and understanding the implications thereof. The Purchasers hereby expressly agree, confirm and declare as follows:

(i) The Developer or its nominees or assigns will be entitled to use utilize consume or assign the unutilized FSI or balance FSI if any or any other advantage, benefit, profit or privilege which is now available or which may become available in respect of the said Property on account of relaxations, modifications or amendments to the building regulations or as a result of any special concession that may be granted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the **`MCGM'**) and/or State of Maharashtra or otherwise howsoever, alongwith the FSI credit by way of Transferable Development Rights (TDR) in respect of any other Property of land to the maximum extent possible, on the said Property;

(ii) Such unutilized or balance FSI if any or the additional FSI or TDR or any other such advantage benefit profit or privilege in respect of or arising out of the said Property or any part or portion thereof shall be used utilized and consumed in the construction of the additional flats tenements etc. in the vertical extension or horizontal annex to the said Building or any part or portion thereof or elsewhere on the said Property;

(iii) For the purposes of construction of such additional flats/ tenements etc. and to utilize such additional or further FSI/TDR or other benefits etc. as aforesaid, the Developer or its assigns or nominees will always be entitled to amend, modify and alter the sanctioned building plans and layout plan of the said Property and to enter upon the said Property to construct such additional flats tenements etc. and to enter upon the said Building and construct columns beams pillars and other external supports and members thereof and the Purchasers will not raise any objection thereto;

 (iv) The Purchasers hereby expressly agree that all necessary facilities assistance and co-operation will be rendered by the Purchasers to the Developer or its assigns or their assigns to enable them to construct such extension or annex by raising additional floor or floors or structures on or appurtenant to the said Building in accordance with the amended or modified plans layout and building plans that shall be sanctioned by the Municipal authorities. The Purchasers hereby further agrees and undertakes that the Purchasers will accord his/her consent to the Developer, full facility assistance and co-operation to enable the Developer or its assigns to enter upon the said Property and the said Building and construct such extension or annex on the said Property or any part or portion thereof and also to change the user thereof and also for the aforesaid purposes to shift the water tanks etc. on upper floors or floor when so constructed;

(v) The Purchasers alongwith the Purchasers of the other flats/tenements/ premises etc. in the said Building will be entitled to use the common passages water tanks, pump rooms, lifts, staircases and other common areas more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as the **`Common Areas'**);

(vi) The Developer will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by them to any other person or persons for such consideration and on such terms as they may deem fit and the Purchasers or the said society shall not object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any contribution or any kind of payment and without any objection or obstruction from the Purchasers of other premises in the said Building as the case may be.

(vii) The Purchasers have clearly understood the implications of the above provisions. The aforesaid conditions are of the essence of the contract and only upon the Purchasers expressly agreeing to the above conditions, the Developer has agreed to sell the said Premises to the Purchasers. The Purchasers do hereby agree and undertake not to object to any of the aforesaid provisions, rights and authorities hereby granted to the Developer or claim any reduction in price of the said Premises on such or other grounds like damage, hardship, inconvenience or obstruction of air, light or otherwise howsoever in respect of the said Premises, the said Building or the said Property. The Purchasers do hereby agree not to directly or indirectly do or cause to be done or omit or cause to be omitted, any act, deed, matter or thing and/or adopt any legal or quasi legal proceedings or actions whereby the use, enjoyment, possession, sale, letting, leasing, further development of the said Property, the said Building or the vertical extension or horizontal annexe thereto is in any manner hindered, hampered or obstructed.

7. If within a period of Five years from the date of handing over the Premises to the Purchasers, the Purchasers bring to the notice of the Developer any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

8. The Purchasers shall use the Premises or any part thereof or permit the same to be used only for purpose of residence. They shall use the parking space only for purpose of keeping or parking a vehicle.

9. The Purchasers along with other Purchasers of Premises in the building shall join and become the members of the said Society and for this purpose the Purchasers shall from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member, including the bye laws of the Society. The Society shall admit all the Purchasers of the flats and premises in the said building as members in accordance with its bye laws.

10. It is further expressly agreed that upon the Developer selling, dealing with or disposing off such unsold flats, tenements, premises, areas etc. to the Purchasers/transferee thereof from the Developer, will be admitted to the Society as a member thereof without payment of any other or further charge premium deposit fee or any additional payment.

11. The said Society will manage, maintain and look after the day to day affairs of the said Building including the said Common Areas thereof as also the electricity supply, water supply pumps, lifts, car lifts drainage systems, entrance gate, and other areas appurtenant thereto.

12. Within 15 days after notice in writing is given by the Developer to the Purchasers that the Premises is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the subject Property of landand 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 subject Property of land to the Society. The same would be accounted towards Maintenance charges payable directly by the Purchasers to the Society as per the provisions determined by the Society.

13. The Purchasers have perused all the documents as hereinabove recited and are aware of the provisions thereof and the Purchasers do hereby agree and undertake not to raise any objections, questions, requisitions or issues in that behalf.

14. The Purchasers shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts:-

(i) Rs.20,000/- For share money & entrance fees to the Society.

(ii) Rs.37,320/- Maintenance charges for one year @Rs. 5/- per sq. foot.

(iii) Rs.1,24,400/- Development charges

(iv) Rs.30,000/- Water & Electricity charges

(v) Rs.10,000/- Miscellaneous expenditure

(vi) Rs. 40,000/- Amenity charges

(vii) GST as applicable on (iii) to (vi) above, at the time of possession

The above amounts, totalling to Rs.2,61,720/- (Rupees Two Lakh Sixty One Thousand Seven Hundred Twenty Only) are non-refundable and no accounts or statement will be required to be given by the Developer to the Purchasers in respect of the above mentioned amounts deposited by the Purchasers with the Developer.

15. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

**The Developer hereby represents and warrants to the Purchasers as follows:**

i. The Developer has clear and marketable title and has the requisite rights to carry out development upon the subject Property of land and also has actual, physical and legal possession of the subject Property of land for the implementation of the Project;

ii. The Developer 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 subject Property of land or the Project except those disclosed to the Purchasers;

iv. There are no litigations pending before any Court of law with respect to the project land;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, subject Property of 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, subject Property of land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer 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 Purchasers created herein, may prejudicially be affected;

vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party withrespect to the project land, including the Project and the said [Premises/Property] which will, in any manner, affect the rights of Purchasers under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Premises/Property] to the Purchasers in the manner contemplated in this Agreement;

ix. The Developer 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 withrespect to the said project to the competent Authorities;

x. 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 Developer in respect of the subject Property of land and/or the Project except those disclosed in the title report.

16. **The Purchasers or themselves, with intention to bring all persons into whosoever’s hands the Premises may come, hereby covenant with the Developer as follows :-**

a. To maintain the said Premises at the Purchasers own cost in good and tenantable repair and condition and the Purchasers will not do or suffer to be done anything in or to the said Premises on any other part thereof or the said Building or any part thereof (including but not limited to the said Common Areas and Restricted Areas) which may be against the rules regulations or bye-laws of the concerned local or any other authority;

b. The Purchasers are hereby authorized and will be entitled to carry out any addition alteration or modification to the said Premises or any part or portion thereof with the prior written permission of the Society and maintain it in the same condition state and order in which it was delivered by the Developer to the Purchasers, provided such additional/alteration does not destroy or disturb the RCC columns beams external walls façade symmetry windows grills railings design of the said Premises and/or the said Building;

c. Not to do or suffer to be done anything on or to the said Building or the said Premises, which may be against the rules regulations or bye-laws of the concerned local authority or the public authority;

d. Not to demolish or cause to be demolished the said Premises or any part thereof;

e. Not to make or do any addition alteration or modification of whatsoever nature in or to the grills of windows outside door balconies or outer portions of the said Premises lift landings and outside staircases and other portions of the said Common Areas and Restricted Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up color scheme facade or interior or exterior design or color scheme of the said Building or any part thereof;

f. Not to enclose the balconies ducts terraces passages or other portions of the said Common Areas and the said Restricted Areas or any other areas or other portions of the said Building;

g. Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the said Premises or any part thereof. The window air conditioners or split unit Air-Conditioners should be appropriately installed in the place provided therefore;

h. Not to store in the said Premises any goods which may be of hazardous combustible or dangerous nature or which maybe so heavy as to damage the construction or structure of the said Building or otherwise objectionable to the concerned local or other authority;

i. Not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the said Building including its entrance;

j. Not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the said Premises including the common passages or other Common Areas;

k. To keep the portion sewers drains pipes of the said Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building;

l. Not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the said Premises without the prior written permission of the Developer and/or the Organization as the case may be;

m. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;

n. Not to place or keep any plants pots or other containers, tanks or receptacles, garbage cans, waste paper baskets etc. in the common passage, staircases, landing or lobby of the said Building or any part of the compound thereof;

o. Not to carry or cause to be carried or moved any garbage cans in the lifts of the said Building;

p. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property or the Building;

q. To maintain manage look after repair and keep in good order and condition the said Common Areas Restricted Areas passages compounds and other common areas facilities with the electrical light drains pipes sewers and all other installations and connection hereto;

r. To bear and pay the proportionate costs, charges and expenses for repairing and maintaining the said Common Areas as also the proportionate rents rates taxes and all other outgoings (including any increases therein) payable to the municipal authorities the State Government or any other local or public authority in respect of the said Property and the said Building. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid to the Society;

s. To fully and properly restore at his entire costs charges and expenses the said Common Areas or the said Restricted Areas or any portion of the said Building or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use thereof for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Society as the case may be;

t. Without prejudice to the consequences or liability that may arise in that event the Purchasers will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the said Premises by the Purchasers;

u. To observe and perform all the rules and regulations which the said Society may adopt and the additions alterations and amendments thereto that may be made from time to time for protection and maintenance of the said Building the said Common Areas and the said Restricted Areas and other amenities and facilities therein or otherwise;

v. To observe and perform the existing building rules, regulations and bye-laws of the concerned local authority and of government and other public bodies;

w. To observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchasers shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Society subject to whatever stated herein.

18. **MORTGAGE OR CHARGES:**

(a) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Developers) and notwithstanding the Developer giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charge/ lien of or on the said Premises, the Developer shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Purchasers under this Agreement for recovery of any amount due and payable by the Purchasers to the Developer under this Agreement or otherwise.

(b) The Purchasers agree, acknowledge and undertake that the Developer is entitled to and may obtain loans from various banks and/or financial institutions and create such securities with respect to any and all their right, title, benefits and interest in the Real Estate Project and or any part thereof, as may be solely decided by the Developers, and the Purchasers take notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Purchasers agree and undertake to the same and further agree that the Purchasers shall not create any encumbrances over the said Premises till such time an NOC in writing from such banks and financial institutions.

(c) After the Developer executes this Agreement he shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then not withstanding 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 Purchasers who have taken or agreed to take such Premises.

19. **BINDING EFFECT:**

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

20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND:**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS /**

**SUBSEQUENT PURCHASERS:**

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

23. **SEVERABILITY:**

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

24. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.

25. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for here in, 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.

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

27. That all notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post A.D and notified Email ID at their respective addresses specified below:

**Name of Purchasers:**

**(1)Mr. Bhawadeep Nana Yeshwante**

Wadavali Section, B3/7 15,

Brahmaputra B Cabin Road,

Shivshakti Nagar, Ambarnath,

Thane-421501 Maharashtra,

**(2)Mr. Siddharth Bhawadeep Yeshwante**

Nichi CHS, B-22, 3rd Floor,

Shivshrusti Near Nehru Nagar,

Bus Depot Kurla (E)

Mumbai-400024, Maharashtra

**Name of Developer:**

Om Sai Griha Nirman Pvt. Ltd.

42 Modi Bhavan, 19 P. Ramabai Road,

Gamdevi, Mumbai-400007

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

28. **JOINT PURCHASERS:**

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

29. **DISPUTE RESOLUTION**:-

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

30. **GOVERNING LAW:**

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

31. **PAN NUMBERS:**

**(a) MR. BHAWADEEP NANA YESHWANTE : AAFPY6044B**

**(b) MR. SIDDHARTH BHAWADEEP YESHWANTE : ALXPY4330R**

**(C) OM SAI GRIHA NIRMAN PVT. LTD. : AABCO9333N**

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

All that piece or parcel of leasehold/ freehold property admeasuring 2009.28 sq. yards equivalent to 1680 sq. mtrs. or thereabouts, comprising of two plots originally bearing Nos. 11 and 12 of Town Planning Departments of Survey No. 14, C.T.S. No. 114/16 of Chembur, Taluka Kurla, Kurla, Mumbai, Suburban District now within the jurisdiction of Joint Sub-Registrar and registered of Mumbai Suburban District together with old building of ground plus four upper floors consisting of 20 flats standing thereon and plinth on adjoining Plot No. 12 now known as “Veer Sidhanak Co-operative Housing Society Ltd.”, assessed to the Municipal taxes under 138321/A and bounded as follows i.e. to say:

On or towards the South :Plot no. 17

On or towards the North :Road

On or towards the East :Plot no. 10

On or towards the West :Plot no.13

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**(Description of Flat)**

Flat No. 1005, admeasuring about 622 sq. ft. of Rera Carpet area on 10th floor of the building to be known as “Veer Sidhanak Cooperative Housing Society Limited” along with a car parking space situated at Podium Level constructed on the plot of land described in the First Schedule mentioned hereinabove.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

**(List of Amenities and Specifications)**

GENERAL

1) Total project will be framed by R.C.C and shall comply with all legal formalities.

2) R.C.C Frame structure designed for hazard like earthquake and wind loads R.M.C used for R.C.C.

3) Rain water harvesting system, if recommended by Municipal Corporation.

4) Anti-termite treatment for building.

5) Society office and security cabin will be provided.

6) Concrete flooring for stilt portion and good quality paver blocks in compound area.

7) Reputed company lifts with generator back-up.

8) Mahanagar Gas Pipe lines for kitchen, security deposit at Purchasers’s cost.

9) Intercom connection from security to flats and flats to flats.

10) T.V antenna connection in living room and both bedrooms.

11) Air condition duct point in living room and both bed rooms.

12) Fire Fighting and security system as per B.M.C rules.

13) Ample car parking.

DOORS

14) Main door with decorative skin with C.P teak wood frame and peep-hole, latch etc.

15) All doors frame on the wall (except main-door) shall be wooden frame with decorative moulding.

16) Bedroom doors shall be Red Meran teak.

17) Bathroom doors shall be FRP / powder Coated sheet .

18) All door fittings will be of Stainless steel.

WINDOWS

19) Anodized aluminium sliding windows with M.S. Grills and moulded granite frame.

20) Concealed plumbing with deluxe quality fittings.

21) Jaquar fittings of C.P continental range.

22) Hot and Cold water mixture in shower and taps.

23) Design wash basin with hot and cold water mixture.

24) Internal concealed plumbing and external water supply of PVC composite pipes of Garware, Prince or equivalent make.

**ELECTRIC**

25) Concealed copper wiring with ELCB and M.C.B protection multi strand I.S.I marked copper will be used.

26) Modular switches, plug points of Anchor, Roma or equivalent make.

27) Provision For Water Purification in Kitchen.

**TILING**

28) Flooring 2”x 2” Marbonite tiles with 4“skirting of same Marbonite tiles.

29) Full tiles on wall of kitchen and bathrooms.

**KITCHEN**

30) “L” shaped kitchen platform with granite top and Nirali S.S Sink.

**THE FOURTH SCHEDULE HEREUNDER WRITTEN:**

**Description of Common Areas**

1. Common access/egress areas.

2. Water tanks.

3. Pump rooms.

4. Car Lifts 2.

5. Passenger Lifts.

6. Staircases.

7. Gymnasium

8. EV Charging Station.

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

**SIGNED SEALED AND DELIVERED )**

By the within named **Developer )**

**M/S. OM SAI GRIHA NIRMAN PVT. LTD. )**

Represented by its Director **)**

**MR. PIYUSH MEGHANI )**

 **)**

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 **)**

**Photograph/Thumb Impression )**

In the presence of … **)**

1. **)**

2. **)**

**SIGNED SEALED AND DELIVERED )**

By the within named **Purchasers )**

**MR. BHAWADEEP NANA YESHWANTE )**

**MR. SIDDHARTH BHAWADEEP YESHWANTE )**

 **) )**

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 **)**

**Photograph/Thumb Impression )**

In the presence of … **)**

1. **)**

 **)**

2. **)**

**RECEIPT**

Received a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) vide cheque/s mentioned hereunder, being part Consideration paid by the Purchasers to us.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.R NO.  | DATE  | AMOUNT  | CHEQUE NO/RTGS NO. | BANK & BRANCH |
|  |  |  |  |  |

**WE SAY RECEIVED**

**DEVELOPER**

**WITNESS:**

1

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