

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT for sale is made and entered into at VIRAR, on this \_\_\_\_\_ day of **February 2024** BETWEEN

**M/s. SHRINATH REALTORS**, a partnership firm, duly registered under Indian Partnership Act, 1932, having its office at Shop No. 2/3/4, Shram Safalya Building, Opp. Motiba Rice Mill, Veer Savarkar Marg, Virar (East), Taluka Vasai, District Palghar, Pin – 401 305, Pan No. ACNFS8741D, represented by its Partner **MR. HARESH AMBO BHAGAT** (Aadhaar No. 310038342817) hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the FIRST PART:-

**A      N      D**

**MR. SUMIT TANAJI JADHAV**, (Aadhaar No. 6863 4545 1865), Aged 28 years, Pan No. BATPJ4995F, Indian Inhabitant, residing at Samarth Krupa Chawl, Near Mahindra Yellow Gate, Samarth Wadi, Hanuman Nagar, Akurli Road, Kandivali (East), Mumbai – 400 101, hereinafter called "THE "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators successors-in-interest and permitted assigns) of the SECOND PART :-

The Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

**WHEREAS :-**

- i. 1) Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Janardan Krishna Patil, 4) Gajanan Krishna Patil, 5) Kashinath Krishna Patil were the owners of N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.
- ii. The said land was standing in the names of 1) Mr. Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Mr. Janardan Krishna Patil, 4) Mr. Gajanan Krishna Patil, 5) Mrs. Kashinath Krishna Patil. However the said land was in possession of Mr. Shamrao Krishna Patil who had made an application to record the said land in his name. Mr. Sitaram Krishna Patil and others had given an statements and no objection to delete their names from the said land and accordingly Mutation Entry No. 2707, the said land was recorded in the name of Mr. Shamrao Krishna Patil.
- iii) Mr. Shamrao Krishna Patil died intestate on 31/01/1975 leaving behind him 1) Smt. Anandibai Shamrao Patil, 2) Mr. Parshuram Shamrao Patil, being the legal heirs at the time of his death.
- iv) Smt. Anandibai Shamrao Patil died intestate on 07/09/2006 leaving behind her Mr. Parshuram Shamrao Patil being the legal heir at the time of his death.
- v) By an Development Agreement dated 1<sup>st</sup> July 2014 and registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. Vasai2-4098-2014, dated 01/07/2014, Mr. Parshuram Shamrao Patil (therein called "The Owner") of the First Part and M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad (therein called "The Developers") of the Second Part and hereinafter called "The Promoters", the said Mr. Parshuram Shamrao Patil has granted the development right in respect of the said land to M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, on the terms and conditions mentioned in the said Development Agreement.
- vi) The said Mr. Parshuram Shamrao Patil has executed a Power of Attorney dated 1<sup>st</sup> July 2014 which was registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. 4099-2014, dated 01/07/2014 in favour of M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, with a right to develop the said land.
- vii) The said Mr. Parshuram Shamrao Patil has given peaceful and vacant possession with a right to develop the same.
- viii) By an Deed of Partnership dated 01/04/2014, the said 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad had formed a partnership firm named as /s. Shrinath Realtors w.e.f. 01/04/2014. The said partnership was registered with the Registrar of Firms at Mumbai under lodgment Receipt bearing No.M000020934, on 25/02/2015.
- ix) By an Deed of Partnership (Change in the Constitution) dated 1<sup>st</sup> February 2017, Mr. Kranti Tukaram Gawad, the Retiring Partner was retired from the aforesaid Deed of Partnership (Change in the Constitution) on 01/02/2017 and Mrs. Rohini Balkrishna Bhoir has been admitted as the Incoming Partner for the aforesaid Deed of Partnership (Change in the Constitution) on 01/02/2017 from the aforesaid previous Partnership Deed dated 01/04/2014.

x) Regarding this land, Hon. Order No. Kavi-44/2022, dated 24/02/2022 from Competent Authority, Mumbai Ahmedabad High Speed Railway Project and Deputy Collector (Rehabilitation) Palghar. Rehabilitation Consent Judgment has been received on 24/02/2022 and village Chandrapada, Taluka Vasai. Survey No. and Hissa No. 6/1/B/2, Total area H.R. 0-37-20, Out of which area H.R. 0.08.00. As per Section 23C of the Land Acquisition Act, 2013 for this land, the Rehabilitation Bullet Train Committee Judgment SR-44/2022, dated 18/01/2022. As the selection of the committee has been declared and as per the judgment, 50% of the compensation has been paid while the project is in progress and the process of paying the remaining amount has started. Survey No. and Hissa No. 6/1/B/2, Total area H.R. 0-37-20, Out of which area H.R. 0.08.00 National High Speed Rail Corporation Ltd. 7/12 of land for this area. As observed from Mutation Entry No. 1860 duly certified by C.I. Kaman, on 30/03/2022.

xi) As such Mr. Parshuram Shamrao Patil is the owner of or otherwise well and sufficiently entitled to the piece and parcel of N.A. land admeasuring 29.20.00 R./Square metres, out of Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6 (hereinafter called "The said land") more particularly described in the Schedule 'I' hereunder written.

xii) As such the Promoters are entitled and enjoined upon to construct **Building No. 1** known as "**KALPATARU AVENUE**", on the part of the project land in accordance with the recitals herein above;

xiii) The Promoters are in possession of the project land.

xiv) The Promoters are constructing on the project land **Building No. 1** known as "**KALPATARU AVENUE**", Wing 'C', consisting of St/Gr+4 and Wing 'D' & 'E', consisting of St/Gr+3, total having 68 Apartments.

xv) The Allottee/s has/have offered to purchase an **Apartment bearing number E/303, on the Third Floor, in 'E' wing**, (herein after referred to as the said "Apartment"), in the **Building No. 1** known as "**KALPATARU AVENUE**", (herein after referred to as the said "building") being constructed by the Promoters.

xvi) The Promoters have entered into a standard agreement with its Architects, viz. **M/s. En-Con Project Consultants** who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture.

xvii) The Promoters have appointed a structural engineer **M/s. S.S. & Associates** for the preparation of the structural design and drawings of the said building and the Promoters accepts the professional supervision of the Architect and structural engineer till the completion of the said building/s.

xviii) By virtue of the Development Agreement/Power of Attorney, the Promoters have sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

xix) On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of the all the document of title relating to the said land and the plans, designs and specifications prepared by the Promoters Architects **M/s. En-Con Project Consultants** and of such other documents as specified under

the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and rules and regulations made thereunder.

xx) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

xxi) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

xxii) The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

xxiii) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked hereto.

xxiv) The Promoters have 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.

xxv) The said land has been converted into N.A. by the Office of Collector of Palghar vide its Order bearing No. REV/D-1/T-1/NAP/CHANDRAPADA -VASAI/SR-259/2015, dated 06/01/2016.

xxvi) The Vasai Virar City Municipal Corporation has granted the Commencement Certificate for proposed Residential with Shopline Building on the said land vide its Order bearing No. VVCMC/TP/CC/SPA VP-0002/031/2016-17, dated 29/12/2016.

xxvii) The Vasai Virar City Municipal Corporation has granted the Revised Development Permission for Residential Building No. 1 Wing `C`, Wing `D`, Wing `E` & Development Permission of Residential Building No. 2 on the said land vide its Order bearing No. VVCMC/TP/RDP/SPA VP-0002/01/2022-23, dated 17/05/2022.

xxviii) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Vasai Virar City Municipal Corporation.

xxix) The Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

xxx) The Promoters have completed ---% construction work of Building and the Allottee/s has/have seen and verified the stage of construction of the building and has/have fully satisfied about the same.

xxxi) The Allottee/s has/have applied to the Promoters for allotment of an **Apartment No. E/303, on the Third Floor, in `E' wing**, situate in the **Building No. 1** known as "**KALPATARU AVENUE**", being constructed on the said Project,

xxxii) The carpet area of the said Apartment is **32.16 Square meters** (which is inclusive of the area of FB and DB) and "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 Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.

xxxiii) 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;

xxxiv) Prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of **Rs.51,000/- (Rupees Fifty One Thousand only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

xxxv) The Promoters have registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on 19/08/2017 under Registration No. P99000008892 and Extended the said Registration Certificate on 09/09/2021 and also Extended the said Registration Certificate on 08/09/2023.

xxxvi) Under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

xxxvii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking.

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

1. The Promoters are constructing the said building consisting of 68 Apartments and St/Gr+4 upper floors in Wing `C', and St/Gr+3 upper floors in Wing `D' & `E' on the project land in accordance with the plans, designs, specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modification which may adversely affect the Apartment of the Allottee/s except any alterations or additions required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s **Apartment No. E/303 of carpet area admeasuring 32.16 Square metres** (which is inclusive of the area of FB and DB), **on the Third floor, in `E' wing**, in the **Building No. 1** known as "**KALPATARU AVENUE**", (hereinafter referred to as "THE APARTMENT") as shown in the floor plan thereof and annexed hereto for the consideration of **Rs.23,31,000/- (Rupees Twenty Three Lakhs Thirty One Thousand only)** including Rs.-----/- being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule III hereunder written.

(b) The total aggregate consideration amount for the Apartment is thus **Rs.23,31,000/-**.

1 (c) The Allottee/s has/have paid on or before execution of this Agreement a sum of **Rs.51,000/- (Rupees Fifty One Thousand only)**, as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of **Rs.22,80,000/- (Rupees Twenty Two Lakhs Eighty Thousand only)** in the following manner :-

- i) Rs. 6,84,000/- (not exceeding 30% of the total consideration) to be paid after execution of Agreement.
- ii) Rs. 3,42,000/- (not exceeding 45% of the total consideration) to be paid on completion of the plinth of the building or wing in which the said Apartment located.
- iii) Rs. 5,70,000/- (not exceeding 70% of the total consideration) to be paid on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv) Rs. 1,14,000/- (not exceeding 75% of the total consideration) to be paid on completion of the walls, internal plaster, of the said Apartment is located.
- v) Rs. 1,14,000/- (not exceeding 80% of the total consideration) to be paid on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment is located.
- vi) Rs. 1,14,000/- (not exceeding 85% of the total consideration) to be paid on completion of external plumbing and external plaster, elevations, terraces with waterproofing, of the said Apartment is located.
- vii) Rs. 2,28,000/- (not exceeding 95% of the total consideration) to be paid on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s paving of areas appertain and all other requirements as may be prescribed in the of the said Apartment is located.
- viii) Rs. 1,14,000/- against and at the time of handing over the possession of the said Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

1(d) The Total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoters up to the date of handing over the possession of the said Apartment.

1(e) The total price is escalation-free, save and except escalations/ increase 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payment.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 18% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/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 Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/ direct the Promoters to adjust his/her/their payments in any manner.

2.1 The Promoters 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 plans or any time thereafter and shall before handing over possession of the said Apartment to the Allottee/s herein, obtain from the concerned local authority occupancy and/or completion certificate in respect of the said Apartment.

2.2 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project building land is approximately 1938.05 Square meters only and Promoters has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or 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 Promoters have disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoters agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement: Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee/s on or before 31/03/2024. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by him/her/them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of



Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of—

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1) Procedure for taking Possession:- The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee/s to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoters 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 registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 The Promoters shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoters shall, within three months of registration of the Federation/Apex body of the Societies, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter/s provisional monthly contribution of Rs.\_\_\_\_\_/ - per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society 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 Promoters to the Society, as the case may be.

10. The Allottee/s shall nor before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :

- i) Rs. 600/- for share money, application entrance fee of the society.
- ii) Rs. 2,000/- for formation and registration of the Society.
- iii) Rs. 2,000/- for proportionate share of taxes and other charges/levies in respect of the Society.
- iv) Rs. \_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society.
- v) Rs. \_\_\_\_\_/- for deposit towards water, electric and other utility and services connection charges &
- vi) Rs. \_\_\_\_\_/- for deposits of electrical receiving and sub-stations provided in Layout.

11. The Allottee/s shall pay to the Promoters a sum of Rs.2,600/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoters, the

Allottee's share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoters, the Allottee'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.

13. Representation and Warranties of the Promoters:- The Promoters hereby represents and warrants to the Allottee/s as follows:-

i) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry not development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the project;

ii) The Promoters have 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 project 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 project 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, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have 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 Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee/s created herein, may prejudicially be affected;

vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.

viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/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 Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Allottee/s;

x) The Promoters have 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,

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) have been received or served upon that Promoters in respect of the Project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby conveys with the Promoters as follows :

a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee shall be liable for the consequences of the breach.

c) To carry out at his/her/their 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 Promoters to the Allottee/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 regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances there in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in the any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land the building in which the Apartment is situated.

g) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the building by the Allottee/s for any purposes other than for purpose for which it is sold.

i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Apartment or part with the possession the Apartment until all the dues payable by the Allottee/s to the Promoters under this Apartment fully paid up.

j) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society, the Allottee/s shall permit the Promoters and his/her/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof.

l) Till a Conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex body or federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and conditions thereof.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s towards total price/ consideration of the said Apartment and as advanced or deposit, sums received on account of the share capital for the formation of the Co-operative Society or towards the out goings, legal charges etc. and shall utilized the amounts only for the purposes for which they have been received.

16. 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 Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

17. Promoters shall not Mortgage or create a charge :- After the Promoters 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 Allottee/s who has taken or agreed to take such Apartment.

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

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

20. Right To Amend :- This Agreement may only be amended through written consent of the Parties.

21. Provisions of this Agreement applicable to Allottee/Subsequent Allottee/s:- 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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. Severability :- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the application 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.

23. Method of Calculation of proportionate share wherever referred to in the Agreement :- Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments/shops in the Project.

24. Further Assurances :- Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. Place of execution :- The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoters 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 Vasai No. 2.

26. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

**MR. SUMIT TANAJI JADHAV**

Name of Allottee/s

Samarth Krupa Chawl, Near Mahindra Yellow Gate, Samarth Wadi,  
Hanuman Nagar, Akurli Road, Kandivali (East), Mumbai – 400 101.  
(Allottee/s Address)

**M/s. SHRINATH REALTORS**

Promoters name

Shop No. 2/3/4, Shram Safalya Building, Opp. Motiba Rice Mill,  
Veer Savarkar Marg, Virar (East), Taluka Vasai, District Palghar,  
Pin – 401 305.  
(Promoters Address)

Notified Email ID : shrinathrealtor@gmail.com

It shall be the duty of the Allottee/s and the Promoters 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 communication and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

28. Joint Allottees :- That in case there are Joint Allottees, they shall be considered as joint and severable Allottee/s for the purpose of these clauses in the agreement and all communications shall be sent the Promoters to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

30. 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 appropriate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. Governing Law :- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with

the laws of India for the time being in force and the Vasai courts will have the jurisdiction for this Agreement.

32. Terrace attached to the Apartment :- It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Apartments in the said building/s, if any, shall belong exclusively to the respective Allottee/s of the terrace Apartment and such terrace spaces are intended for the exclusive use of the respective terrace Apartment Allottee/s. The said terrace shall not be enclosed by the Apartment Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

33. Additional FSI / TDR / Premium FSI Etc. :- It is agreed between the Promoters and Allottee/s that in case any additional F.S.I./TDR/Premium FSI is granted or construction of additional floor or floors is allowed then the Promoters are entitled to construct and dispose of the said additional construction and the Promoters have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-operative Housing society shall be incorporated.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Virar in the presence of attesting witness, signing as such on the day first above written.

#### **SCHEDULE 'I'**

#### **DESCRIPTION OF THE LAND**

ALL THAT piece and parcel of N.A. land admeasuring 29.20.00 R./Square metres, out of Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6. The said land is bounded as under :-

On or towards the East	:- Chandika Temple
On or towards the West	:- Vasai Panvel Railway Line
On or towards the South	:- Bhanudas Patil Land.
On or towards the North	:- Naigaon Highway Road.



**SCHEDULE `II`****DESCRIPTION OF THE PROJECT/PHASE REGISTERED WITH THE REAL ESTATE REGULATORY AUTHORITY UNDER S.5 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.**

**Building No. 1** known as “**KALPATARU AVENUE**”, being constructed on part of N.A. land admeasuring 29.20.00 R./Square metres, out of Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.

**SCHEDULE `III`****DESCRIPTION OF THE APARTMENT**

**Apartment No.E/303, on the Third Floor, admeasuring 32.16 Square metres (Carpet area)** (which is inclusive of the area of FB and DB), in `E` wing, in the **Building No. 1** known as “**KALPATARU AVENUE**”, being constructed on part of N.A. land admeasuring 29.20.00 R./Square metres, out of Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.

**SCHEDULE `IV`****DESCRIPTION OF AMENITIES**

Modular Kitchen  
Attractive Entrance Lobby  
Lift with Generator Back-up System  
Modular electrical switches & ELCB  
Powder coating Sliding  
French windows  
Elegant vitrified tiles  
Plastic Paint & POP Falceiling  
Designer wall tiles  
Premium Bathroom fittings  
Landscape Garden

**SCHEDULE 'V'****TITLE CLEARANCE REPORT**

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land admeasuring 29.20.00 R./Square metres, out of Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6 belonging to MR. PARSHURAM SHAMRAO PATIL.

1) Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Janardan Krishna Patil, 4) Gajanan Krishna Patil, 5) Kashinath Krishna Patil were the owners of land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1/B/2 (old Hissa No. 1B+2), admeasuring 37.20.00 R./Square metres.

The said land was standing in the names of 1) Mr. Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Mr. Janardan Krishna Patil, 4) Mr. Gajanan Krishna Patil, 5) Mrs. Kashinath Krishna Patil. However the said land was in possession of Mr. Shamrao Krishna Patil who had made an application to record the said land in his name. Mr. Sitaram Krishna Patil and others had given an statements and no objection to delete their names from the said land and accordingly Mutation Entry No. 2707, the said land was recorded in the name of Mr. Shamrao Krishna Patil.

Mr. Shamrao Krishna Patil died intestate on 31/01/1975 leaving behind him 1) Smt. Anandibai Shamrao Patil, 2) Mr. Parshuram Shamrao Patil, being the legal heirs at the time of his death.

Smt. Anandibai Shamrao Patil died intestate on 07/09/2006 leaving behind her Mr. Parshuram Shamrao Patil being the legal heir at the time of his death.

By an Development Agreement dated 1<sup>st</sup> July 2014 and registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. Vasai2-4098-2014, dated 01/07/2014, Mr. Parshuram Shamrao Patil (therein called "The Owner") of the First Part and M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad (therein called "The Developers") of the Second Part, the said Mr. Parshuram Shamrao Patil has granted the development right in respect of the said land to M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, on the terms and conditions mentioned in the said Development Agreement.

The said Mr. Parshuram Shamrao Patil has executed a Power of Attorney dated 1<sup>st</sup> July 2014 which was registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. 4099-2014, dated 01/07/2014 in favour of M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, with a right to develop the said land.

By an Deed of Partnership dated 01/04/2014, the said 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad had formed a partnership firm named as /s. Shrinath Realtors w.e.f. 01/04/2014. The said partnership was registered with the Registrar of Firms at Mumbai under lodgment Receipt bearing No.M000020934, on 25/02/2015.

By an Deed of Partnership (Change in the Constitution) dated 1<sup>st</sup> February 2017, Mr. Kranti Tukaram Gawad, the Retiring Partner was retired from the aforesaid Deed of Partnership (Change in the Constitution) on 01/02/2017 and Mrs. Rohini Balkrishna Bhoir has been admitted as the Incoming Partner for the aforesaid Deed of Partnership (Change in the Constitution) on 01/02/2017 from the aforesaid previous Partnership Deed dated 01/04/2014.

I have investigated the title and the same is found clear, marketable and without any encumbrance.

Sd/-

N.B.DESHMUKH & CO.  
ADVOCATE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the	)	
	)	For M/s. Shrinath Realtors
withinnamed "THE PROMOTERS"	)	
	)	
M/s. SHRINATH REALTORS,	)	
	)	
a partnership firm,	)	
	)	
represented by its partner	)	
	)	
MR. HARESH AMBO BHAGAT,	)	
	)	
	)	Partner
in the presence of .....	)	

1.

Name :

Address :

2.

Name :

Address :

SIGNED AND DELIVERED by the )  
 )  
 within named "THE ALLOTTEE/S" )  
 )  
**MR. SUMIT TANAJI JADHAV,** )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 in the presence of ..... )

1.

2.

RECEIVED the day and the year first )  
 )  
 hereinabove written of and from the )  
 )  
 within named ALLOTTEE/S, the sum of )  
 )  
 Rupees Fifty One Thousand only, ) **Rs.51,000/-**  
 ) =====  
 as and by way of part consideration )  
 )  
 money, to be paid by him/her/them to us. )

The said amount is paid as under :-

Sr.No.	Rupees	Cheque No.	Date
i.	Rs. 51,000/-		

WITNESSES :-

WE SAY WE HAVE RECEIVED

1.

For M/s. Shrinath Realtors

2.

partner  
 PROMOTERS