

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of _____,
20____,

By and Between

M/s. Bhikhi Developers & Builders through it's proprietor Mr. Hareshkumar Rasiklal Shah, age- ____ year, [PAN : AAIPS6762K] having its principal place of business at 501-A, Shreyas, 51st Road, T.P.S. III, Borivali(W), Mumbai - 400092, hereinafter referred to as the "**Promoter**" (which expression shall unless 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).



AND

- 1) HARISHANKAR SURYABALI PATEL,
age- year, [PAN: AWAPP9052H],
- 2) ,
age- year, [PAN:],
- 3) ,
age- year, [PAN:],

Residing at ROOM NO - 14, PLOT NO - C/1 SAI -
PRASAD CHS, KALAMBOLI NODE, RAIGARH
410218.

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

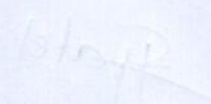
The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as "The CORPORATION") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sectors (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1965 (hereinafter referred to as the said M.R. & T.P.ACT).
- b) The State Government of Maharashtra has acquired land pursuant to Section 113-A, of the said Act and vested such lands in Corporation for its development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the corporation may decide from time to time.
- c) The corporation in the due process of its working acquired some agricultural landed property belonging to **Smt. Laxmibai Atmaram Popeta & Others**. The CIDCO/ corporation acquired the said landed property for the development of Navi Mumbai project.

Patel

- d) The CIDCO/corporation following the decision in the notifications of the Urban Development Department of the Government of Maharashtra decided to allot to the **Smt. Laxmibai Atmaram Popeta & Others**, a Plot of land at under the 12.5% Scheme at revenue Village - Roadpali of Taluka Panvel, District Raigad.
- e) The CIDCO/Corporation caused prepared a layout of plots at Village-Roadpali, of Taluka Panvel, District Raigad for its allotment of the land to project affected people.
- f) The corporation there after allotted a plot of land bearing **Plot No. 53, Sector No. 16, Area about 799.57 Sq. Mtrs. lying & being at Village - Roadpali, Tal. Panvel, Dist. Raigad, Navi Mumbai to Smt. Laxmibai Atmaram Popeta & Others** by its Allotment Letter dtd. 19/04/2018. The said **Smt. Laxmibai Atmaram Popeta & Others** to be hereinafter called and referred to as the **Original Licensee**. The said plot of land be hereinafter called and referred to as the **SAID PROPERTY**.
- g) The Corporation on **18/09/2018** executed a **Agreement to Lease** with the Original Licensees and by a separate **Possession Letter** dtd. 12/09/2018 placed them in peaceful and vacant possession of the said property at and for a value consideration lease premium of **Rs. 19,600/- (Rupees Nineteen Thousand Six Hundred Only)**. The Agreement to Lease dated 18/09/2018 is duly registered in the Office of Sub-Registrar of Assurances at Panvel No. 4 Vide its registration Serial No. **11141/2018** on 18/09/2018.
- h) The said property is more particularly described in the First Schedule hereinafter.
- I) The Original Licensee being unable to Develop the said property sold off/ transferred all their rights, title and interest in the said Plot No. 53, admeasuring an area of 799.57 Sq.mtrs. or thereabout, in Sector No. 16 of revenue Village – Roadpali, of Taluka Panvel, District Raigad to **M/s. Bhikhi Developers & Builders, through its Proprietor Mr. Hareshkumar Rasiklal Shah** as per the terms and conditions of the **Tripartite Agreement** dated **13/02/2019** which is Registered at Sub- Registrar Office Panvel No. 4, Vide its registration Serial No. **1935/2019** on **13/02/2019**.
- j) The Original Licensee being unable to Develop the said property transferred all their development rights, title and interest in the said Plot No. 53, admeasuring an area of 799.57 Sq.mtrs. or thereabout, in Sector No. 16 of revenue Village – Roadpali, of Taluka Panvel, District Raigad to **M/s. Bhikhi Developers & Builders, through its Proprietor Mr. Hareshkumar Rasiklal Shah** as per the terms and conditions of the **Development Agreement** dated **13/02/2019** which is Registered at Sub- Registrar Office Panvel No. 4, Vide its registration Serial No. **1934/2019** on **13/02/2019**.



- k) The Promoter is the absolute and lawful lease holder of said Plot No. 53, admeasuring an area of 799.57 Sq.mtrs. or thereabout, in Sector No. 16 of revenue Village - Roadpali, of Taluka Panvel, District Raigad.
- l) **AND WHEREAS** The Promoter herein have decided to develop the said property and to construct buildings on the said plot of land and to sell the said flat/shops in the said buildings to the prospective purchaser/s.
- m) The Promoter has obtained the final layout plan approvals for the Project from CORPORATION Ltd. on **28/11/2019**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with provision of the Act and other laws as applicable.
- n) The CORPORATION has granted the commencement certificate to develop the Project Vide its Letter **No. 2019 / PMC / TP / BP / 3601 / 2019, dtd 28/11/2019**.
- o) The Promoter has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on **17/01/2020** under registration no. **P52000024057**;
- p) The Promoter by virtue of Tripartite Agreement dated **13/02/2019**, Commencement Certificate dated **28/11/2019** are entitled to cause & commence the development work of the said property by constructing a new residential and/or commercial building thereon to be known as "**SHIVAM**" (hereinafter referred to as "**The Project**") in accordance with the plans, designs and specifications approved by CORPORATION. The Promoter is also entitled to sell to purchasers the flats/shops/ and/or such other premises as may be constructed on the said property.
- q) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Property on which Project is to be constructed have been completed.
- r) The Allottee has taken inspection of all the papers, statements, agreements, writings, plans, lease Deeds, specifications, licenses and all other documents as are required to be shown to the flat/shop purchaser/s under the provisions of law and Rules framed relating to the said property and has satisfied himself / herself / themselves as to the marketable title of the said property.

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s) The copy of certificate of title issued by the Promoter's Advocate, copy of Agreement to lease, copy of Tripartite Agreement or any other relevant revenue record showing the nature of the title of the said Promoter to the said land and of the Development, on which apartment/parking spaces etc. are to be constructed and the copies of the plan and specifications of the premises agreed to be purchased by the Allottee approved by the concerned local authority, has been inspected by the Allottee. A copy of the said title certificate and layout plan are annexed hereto.

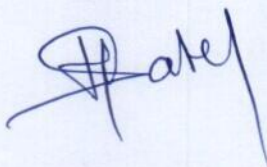
t) The Allottee applied/requested to the Promoter for allotment of **Apartment / Flat / Shop No. 07** on **GROUND Floor** of **9.567 Sq.mtr. Carpet + 2.930 Sq.mtr. balcony area (carpet)** + **LOFT** **_____ Sq.mtr. Terrace area (carpet)** along with garage/closed parking no. **_____** admeasuring **_____ Sq.mtr.** "SHIVAM" project to be constructed on the said property. (Hereinafter referred to as the "Apartment" more particularly described in **Second Schedule** and the floor plan of the apartment is annexed hereto;

u) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXXIV of 1960) and the Urban Land (Ceiling & Regulation) Act 1976 the Allottee has made a declaration of the effected firstly, that they do not own any flat/shop within the limits of Greater Bombay and Secondly that neither the Allottee and/or family as defined under the Urban Land (Ceiling & Regulation) Act, 1976 of the Allottee own a tenement, house or building within the limits of Greater Bombay and Thane and Raigad.

v) Relying upon the said application, declaration and agreement, the Promoter agreed to sell the Flat/shop to the Allottee, at the price and on the terms and conditions hereinafter appearing.

w) The Allottee has agreed to purchase from the Promoter and the Promoter have agreed to sell to the Allottee the **Apartment / Flat / Shop No. 07** on **GROUND Floor** of **9.567 Sq.mtr. Carpet + 2.930 Sq.mtr. balcony area (carpet)** + **LOFT** **_____ Sq.mtr. Terrace area (carpet)** along with garage/closed parking no. **_____** admeasuring **_____ Sq.mtr.** in "SHIVAM" to be constructed on Plot No. 53, Sector No. 16, Village - Roadpali, Taluka Panvel, District Raigad in the manner and on the terms and conditions hereinafter appearing.

x) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.



- y) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- z) 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.
- aa) As per Section 13 of the said RERA the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Apartment / Flat / Shop** No. 07 on GROUND Floor of 9.567 Sq.mtr. Carpet + 2.930 Sq.mtr. ^{LOFT} **balcony area (carpet)** + _____ Sq.mtr. **Terrace area (carpet)** along with garage/closed parking no. _____ admeasuring _____ Sq.mtr. "SHIVAM" to be constructed on Plot No. 53 Sector No. 16, Village - Roadpali, Taluka Panvel, District Raigad.

1.2 The Total Price for the said apartment based on the carpet area is Rs. 26,00,000 /- (Rupees TWENTY SIX LAKHS _____ only) including Rs. 3,00,000 /- (Rupees THREE LAKHS ONLY _____) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1.3 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. _____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____ /- (Rupees _____ only).

[Signature]

1.4 The total aggregate consideration amount for the apartment with / without garages / covered parking spaces is thus Rs. 26,00,000 /- (Rupees TWENTY SIX LAKHS only).

1.5 The Allottee / s shall pay the total price of the said Flat is as follows :

SCHEDULE OF PAYMENTS

(1) Booking Amount	01%	Rs. <u>26,000</u>
(2) On Completion of Plinth	39%	Rs. <u>10,14,000</u>
(3) On Completion of 1st Slab	06%	Rs. <u>1,56,000</u>
(4) On Completion of 2nd Slab	04%	Rs. <u>1,04,000</u>
(5) On Completion of 3rd Slab	04%	Rs. <u>1,04,000</u>
(6) On Completion of 4th Slab.	04%	Rs. <u>1,04,000</u>
(7) On Completion of 5th Slab.	04%	Rs. <u>1,04,000</u>
(8) On Completion of 6th Slab.	04%	Rs. <u>1,04,000</u>
(9) On Completion of Terrace Slab.	04%	Rs. <u>1,04,000</u>
(10) On Completion of Brick work.	05%	Rs. <u>1,30,000</u>
(11) On Completion of Outer Plaster.	05%	Rs. <u>1,30,000</u>
(12) On Completion of Flooring & Tiling.	05%	Rs. <u>1,30,000</u>
(13) On Completion of Doors & Windows.	05%	Rs. <u>1,30,000</u>
(14) On Completion of Plumbing & Electric work	05%	Rs. <u>1,30,000</u>
(15) On or before possession	05%	Rs. <u>1,30,000</u>
Total	100%	Rs. <u>26,00,000</u> /-

(Rupees TWENTY SIX LAKHS only).

[Signature]

The Allottee have paid to the Promoter sum of Rs. 51,000/- /-
 (Rupees FIFTY ONE THOUSAND Only)
 as a part payment, receipts whereof the Promoter do hereby admit and acknowledge and
 remaining consideration amount of Rs. 25,49,000/- /-
 (Rupees TWENTY FIVE LAKHS FORTY NINE THOUSAND Only)
 will be paid after sanction loan from Bank or any other financial institution. In respect of the
 payment of each installment, the promoters will pass separate receipts and such receipt alone
 shall be treated as the evidence of such payment.

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

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

1.8 The Allottee(s) shall make the payment as per the payment plan set out in **Fourth Schedule ("Payment Plan")**. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in schedule above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.9 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.



1.10 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

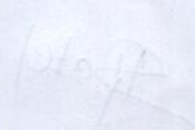
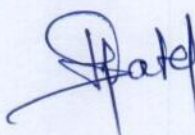
1.11 The Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.12 It is made clear by the Promoter and the Allottee agrees that the Apartment with/without garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.



1.13 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with Maharashtra Real Estate Regulatory Authority to be filed in accordance with the RERA.

1.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.15 The Allottee has paid a sum of Rs. 51,000/- /-
(Rupees FIFTY ONE THOUSAND ~~-----~~ ~~x~~ ~~-----~~ ~~x~~ ~~-----~~ only)
as **booking amount** being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **M/s. Bhikhi Developers & Builders – SHIVAM (Rera Collection A/c)** payable at Navi Mumbai.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

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Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

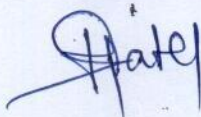
The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.



The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. However the purchaser do hereby agrees that the Promoter shall have full right to use/utilize balance / additional FSI, if any on the said plot after obtaining necessary permission/approvals from the concern authorities.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 27/08/2024, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per provision of law.

7.5 Cancellation by Allottee : The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment in accordance with the terms of this Agreement, duly completed by the date specified herein; or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

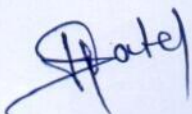
(I) The Promoter has absolute, clear and marketable title with respect to the said property; the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the said property for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

[Handwritten signature]

[Handwritten signature]

- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said property, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the Promoter in respect of the said property and/or the Project.



9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

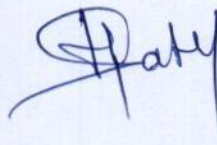
(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(I) In case the Allottee fails to make payments on demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.



(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 30 consecutive days after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

a) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

b) The Purchasers of shops shall be treated on the same basis as the Purchasers of the flats and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Building as stipulated hereto except for the designated maintenance, municipal taxes, water charges and other Government levies which shall be payable by every Purchasers of the Shops on the basis of the area of his/her/their respective premises in the said Building and/or as per separate assessment made in respect of each premises either by The Builders and Developers or the Society.

12. DEFECT LIABILITY


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

(Signature)

This warranty is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the promoters shall not be evocable.

b) The Builders & Developers declares and the Purchaser is made aware that the Hydrolysis process of cement continues for a longer period of two years and the strength of Cement increases. The process is exothermic in nature resulting in omission of heat shown in the form of cracks. The construction is carried out at enormous speed, hence the given time required for settlement of Block/Brickwork due to self load is very insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed and are seen as cracks. The normal period required after brickwork is minimum of twelve months. Seeing financial expenses incurred to the Purchasers by booking during under constructions, speedy construction gets the first priority. The red bricks manufactured by earthen clay along with cement also undergo expansion and contraction in different seasons of the year initially for one year after of the completion of work. This also leads to minor cracks in the portion of the wall. Again the process for repairing is timely crack filing and repairing. The final solutions for all types of cracks occurred is to do painting and filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the purchaser's.

c) It has been specifically agreed by the Purchaser/s that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the flat and in the building will have shade or tone variation because vitrified is processed at extremely high temperature in oven or kiln by the manufacturing industries as such the purchaser/s will not take any objection for the same.



**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the apartment and keep the apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

Handwritten signature

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the apartment at his / her own cost.

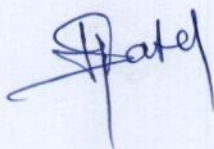
18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in RERA.

19. SOLID WASTE MANAGEMENT:

The Purchaser shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Honorable Supreme Court regarding solid waste management.

- a) The Purchaser shall keep two streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as papers, plastic, metal, Glass, tags, etc.



- b) The purchaser shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- c) The Purchasers Shall make separate agreement for disposal of toxic or hazardous household waste such as used batteries ,containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.
- d) The Purchaser shall ensure proper segregation and storage of household waste in two separate bins containers for storage of food waste, bio-degradable waste and recyclable waste.
- e) The Purchaser shall abide by the instructions as may be issued from time to time by the Builders & Developers till the formation & registration of a Co-op. Housing Society and upon formation and registration of such Co-op. Housing Society then by such Co-op. Housing Society in relation to disposal of solid waste management in the light of the directives issued by the Honorable Supreme Court.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter 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 who has taken or agreed to take such Apartment.

21. MAHARASHTRA OWNERSHIP OF FLATS ACT

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the **MAHARASHTRA OWNERSHIP OF FLATS ACT**.

22. BINDING EFFECT

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

Spate

23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES**

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

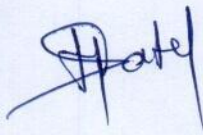
26. WAIVER NOT A LIMITATION TO ENFORCE

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

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

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



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

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

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office. And after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Panvel. Hence this Agreement shall be deemed to have been executed at Panvel.

31. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee: 1) HARI SHANKAR, SURYABAI PATEL

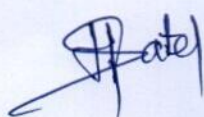
Address: ROOM NO - 14, PLOT NO C/1 SAI -
PRASAD CHS, SECTOR - 15, KALAMBOLI,
NODE, RAIGARH - 410218.

Promoter: **M/s. Bhikhi Developers & Builders**

through it's proprietor

Mr. Hareshkumar Rasiklal Shah

Address: **Shop No. 1/2, Parasmani CHSL, Plot No.18,**
Sector - 09, Kamothe, Navi Mumbai.



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

32. JOINT ALLOTTEES

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

33. 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.

34. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA.

THE FIRST SCHEDULE ABOVE REFERRED TO FIRST SCHEDULE

All that piece and parcel of Land known as **Plot No. 53, Sector No. 16, Area about 799.57 Sq. Mtrs. lying & being at Village - Roadpali, Tal. Panvel, Dist. Raigad, Navi Mumbai, 12.5% Scheme** and bounded that is to say :

On or towards the North by	: Prop 9.00 Mtrs. Wide Road.
On or towards the South by	: Plot No. 33 & 34.
On or towards the East by	: Plot No. 52.
On or towards the West by	: Prop 11.00 Mtrs. Wide Road.

[Handwritten Signature]

**THE SECOND SCHEDULE ABOVE REFERRED TO
SECOND SCHEDULE**

ALL THAT piece and parcel of premises bearing Apartment / Flat / Shop No. 07 on GROUND Floor of 9.567 Sq.mtr. Carpet + 2.930 Sq.mtr. ^{LOFT} balcony area (carpet) + — Sq.mtr. Terrace area (carpet) along with garage/closed parking no. — admeasuring — Sq.mtr. in "SHIVAM" to be constructed on Plot No. 53 at Sector No. 16, of Roadpali, Tal. Panvel, District Raigad.

**THE THIRD SCHEDULE ABOVE REFERRED TO
THIRD SCHEDULE**

Description of common areas and facilities.

FLOORING:-

- i) 24 x 24 Vitrified flooring in all rooms
- ii) Designer flooring in all toilets & terraces.

KITCHEN :-

- i) Granite kitchen platform with S.S sink
- ii) Designer glazed tiles upto 7 feet height.
- iii) Provision for water purifier.

DOOR :-

- i) Decorative doors with wooden frame.
- ii) FRP doors in toilet.

WINDOWS :-

- i) Powder coated Aluminium sliding windows with coloured glass.

ELECTRIFICATION:-

- i) Concealed copper wiring with MCB
- ii) Adequate electrical points in all rooms.
- iii) ISI modular switches.

WALL & PAINTS:-

- i) Putty finished internal walls.
- ii) Emulsion paints for internal walls.
- iii) Acrylic Paints for external wall.

BATH & WC:-

- i) Designer glazed tiles dado upto full height.
- ii) Anti skid designer flooring.
- iii) Branded sanitary wares of reputed make.
- iv) Quality C.P. fitting of plumber or equivalent.
- v) Provision of Exhaust Fan & Geyser.
- vi) Concealed plumbing.

WATER:-

- i) Underground and Overhead water tank with adequate storage capacity.

TERRACE:-

- i) Special water proofing treatment with China Chips flooring on top floor.

Patel

THE FOURTH SCHEDULE ABOVE REFERRED TO
FOURTH SCHEDULE
PAYMENT PLAN
SCHEDULE OF PAYMENTS

(1) Booking Amount	01%	Rs. <u>26,000</u>
(2) On Completion of Plinth	39%	Rs. <u>10,14,000</u>
(3) On Completion of 1st Slab	06%	Rs. <u>1,56,000</u>
(4) On Completion of 2nd Slab	04%	Rs. <u>1,04,000</u>
(5) On Completion of 3rd Slab	04%	Rs. <u>1,04,000</u>
(6) On Completion of 4th Slab.	04%	Rs. <u>1,04,000</u>
(7) On Completion of 5th Slab.	04%	Rs. <u>1,04,000</u>
(8) On Completion of 6th Slab.	04%	Rs. <u>1,04,000</u>
(9) On Completion of Terrace Slab.	04%	Rs. <u>1,04,000</u>
(10) On Completion of Brick work.	05%	Rs. <u>1,30,000</u>
(11) On Completion of Outer Plaster.	05%	Rs. <u>1,30,000</u>
(12) On Completion of Flooring & Tiling.	05%	Rs. <u>1,30,000</u>
(13) On Completion of Doors & Windows.	05%	Rs. <u>1,30,000</u>
(14) On Completion of Plumbing & Electric work	05%	Rs. <u>1,30,000</u>
(15) On or before possession	05%	Rs. <u>1,30,000</u>
Total	100%	Rs. <u>26,00,000/-</u>

(Rupees TWENTY SIX LAKHS only)

[Handwritten Signature]

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

SIGNED, SEALED & DELIVERED by the within named "PROMOTER-BUILDERS"

Signature's

M/s. Bhikhi Developers & Builders
through it's proprietor
Mr. Hareshkumar Rasiklal Shah

in the presence of:

1) SHRI. _____

2) SHRI. _____

SIGNED, SEALED & DELIVERED by the within named "PURCHASER/S"

1) MR. HARISHANKAR SURYABALI PATEL

2) MR. _____

2) MR. _____

(Allottee)

in the presence of:

1) SHRI. _____

2) SHRI. _____

