

राज्य सरकार
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AGREEMENT FOR ADDITIONAL AMENITIES

THIS AGREEMENT made and entered into at Bhayandar, on this 31ST day of December, 2007

BETWEEN

M/s. SHIV KRIPA CONSTRUCTION, a partnership firm, having its Office at "Shiv Kripa" 150 Feet Road, Opp. Padmavati Nagar, Bhayandar (West), Thane - 401 101, hereinafter called and referred to as the "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm, its partners or partners from time to time and their respective heirs, executors, administrators and assigns) of the FIRST PART.

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AND

Nandkishore Ramniranjan Singhania
Mahadevi Nandkishore Singhania,

hereinafter called "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the SECOND PART

WHEREAS by an Agreement, dated 31st day of Dec 2008 the Purchaser/s has/have agreed to purchase from the Developer the Developers agreed to sell to the Purchasers a Flat No. 203 adme 664 Sq. Feet (Carpet/Built-up) i. e. _____ sq. meters (Carpet) on the 2nd floor in A Wing of Building No. 2A constructed in the layout of Non-Agricultural land bearing Old Survey New Survey No. 263, Hissa No. 1 and Old Survey No. 658, New Survey Hissa No. 2, situate, lying and being at Village Bhayandar, Taluka and Thane and in the Registration District and Sub-District of Thane, now the territorial jurisdiction of Mira Bhayandar Municipal Corporation, (hereby referred to as the "Said Premises")

AND WHEREAS the specifications for construction of the building and the Flat are as per the List annexed to the said Agreement.

AND WHEREAS the Purchaser/s desires the Developers to provide additional amenities in respect of the said premises other than those provided under the said Agreement for Sale of Flat and which amenities the Developers have agreed to provide on the terms and conditions hereinafter appearing :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES HERETO as follows :-

1. The Purchaser/s desires the Developers to provide additional amenities in respect of the said premises other than those to be provided under the Agreement for Sale of Flat. A list of the amenities to be provided is herewith annexed.
2. The Developers have agreed to provide to the Purchaser/s the additional amenities detailed in the List annexed hereto for a lump sum sum of Rs. 399000/- (Rupees Three lakh ninety nine thousand only) which the Purchaser/s have agreed to pay to the Developers in the following manner:
 - a) Rs. 300000/- (Rupees Three lakh only)

has been paid by the Purchaser/s to the Developers herein on execution of these presents (the Developers doth hereby admit and acknowledge to have received the said sum by signing the receipt clause hereunder written)

[Signature]

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b) Rs. 99000 /- (Rupees Ninty nine thousand
only Only)

being the balance amount shall be paid by the Purchaser/s to the Developers within 1 months from the date of execution of these presents.

c) Rs. _____ /- (Rupees _____
Only)

being the balance amount shall be paid by the Purchaser/s to the Developers within _____ months from the date of execution of these presents.

3. The Developers are not bound to give notice requesting the Purchaser/s to make such payment and failure thereof shall not be treated as an excuse for non-payment of balance amount on its due date. If the Purchaser/s commits default in payment of any of the amount on its due dates, the Developers shall be at liberty to terminate this Agreement, in which event the payments made by the Purchaser/s to the Developers shall stand forfeited.

4. It is expressly agreed and declared that this Agreement will be interdependent upon the Agreement for Sale of the said premises to the Purchaser/s that if the said Agreement shall stand terminated, the amounts paid hereunder shall stand forfeited and in the event of termination of this Agreement for default by the Purchaser/s in payment of any of the amount hereunder, the said Agreement for Sale of premises to the Purchaser/s shall also stand terminated by the Developers. It is also agreed that the Purchaser/s shall not be entitled to cancel and/or terminate this Agreement without terminating the said Agreement for Sale of the said premises as the said Agreement for Sale of the said premises and this Agreement are inter-dependent and co-extensive and if the Purchaser/s choose to put an end to this Agreement, the amount paid thereunder shall stand forfeited in the manner provided in the said Agreement for Sale on termination thereof.

5. This Agreement shall be treated as part and parcel of an Agreement, dated 31.12.2009 executed by and between the parties hereto in respect of the said premises.

6. WITHOUT prejudice to the other rights of the Developers under this Agreement and/or in law the Purchaser/s shall be liable to pay interest at the rate of 21% per annum on all amounts remaining unpaid for more than eight days after becoming due.

7. The Purchaser/s agree that the Developers shall have a first lien or charge on the said premises for any unpaid amount under this Agreement and the Purchaser/s shall not be entitled to claim possession of the said premises unless the dues under this Agreement are fully paid to the Developers.

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IN WITNESS WHEREOF the parties hereto have set and subscribed
respective hands at Bhayandar, the day, month and year first hereinabove

SIGNED SEALED AND DELIVERED)

by the within named DEVELOPERS)

M/s. SHIV KRIPA CONSTRUCTION)

through its partners)

Kantilal C. Gundecha)

_____)

in the presence of _____)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

by the within named "PURCHASER/S")

Nandkishore R. Singhania)

Mahadevi N. Singhania)

in the presence of _____)

1. _____)

2. _____)

RECEIPT

RECEIVED of and from the within named Purchaser/s, the sum
Rs. 300000/- (Rupees Three lakhs only)

by way of part payment/full consideration amount hereinabove mentioned
cash on this _____ day of _____ 2007, by cheque DD/Pay Order
bearing No. 086985 dated 26.11.09 drawn on Axis Bank

Rs. 300000/-

WITNESS :

1. _____

2. _____

WE SAY RECEIVED
For M/s. SHIV KRIPA CONSTRUCTION

Kantilal C. Gundecha

Partner