

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this ____ day of _____, 2020,

BY AND BETWEEN

M/s. KRIPA ELITE CORPORATION, a Partnership Firm through two of its partners **Mr. Pawan Ashok Tharwani** and **Mr. Rahul Pratap Rawlani** having its registered office at 106, Options Primo, Road No.21, MIDC Cross Roads, SEEPZ, Andheri (East), Mumbai-400093, hereinafter called the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the said firm for the time being, the survivor of survivors of them and the heirs, executors, administrators of the last surviving partner and his or their assigns);

AND

1. **SHRI/SMT.** _____, PAN _____,
Age _____ years; and
2. **SHRI/SMT.** _____, PAN _____,
Age _____ years,

all Indian Inhabitant(s), presently residing at _____ (hereinafter collectively referred to as the "**Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The "**Promoter**" and "**Purchaser**" are hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**."

WHEREAS:

- A. Prior to December 1977, the Maharashtra Housing Board [formerly the Bombay Housing Board (B.H.B.)] a statutory body constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of and or well and sufficiently entitled to a large tract of lands situate at Vikhroli (East), Mumbai.

- B. The Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) ("said Act") having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai – 400 051 (hereinafter referred to **"MHADA" or "Authority"**), duly constituted with effect from the 5th December, 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December, 1977, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the said Act.
- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA.
- D. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No.113 (Part), City Survey No. 356(Part)admeasuring 655.89 square meters plus tit bit lands admeasuring about 177.27 sq. mtrs. attached thereto, being part of the Board's larger lands at Kannamwar Nagar, Village Hariyali, Vikhroli (East), Mumbai - 400083 and more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the said land"**). The plan of the said land duly certified by MHADA is annexed hereto as Annexure-I.
- E. Pursuant to the said Act, the said land became the property of MHADA and all rights, liabilities and obligations of the Board in relation to the said land became the rights, liabilities and obligation of MHADA.
- F. The Government of India formulated a Housing Scheme viz. "Subsidized Industrial Housing Scheme" (hereinafter referred to as **"the said scheme"**) for the construction and allotment of tenements on rental basis to industrial workers. The Board had in pursuance of the said scheme built a Building No. 74 on the said land, for housing industrial workers, as provided in the said scheme. The tenements in the said building were allotted by the Board to industrial workers on rental basis.
- G. Persistent demands were made by the occupants/allottees of tenements constructed for housing industrial workers that such tenements allotted to them on rental basis be converted into ownership basis and sold to them.
- H. In the conference of the Housing Ministers of all the States in India held at Calcutta in the month of December, 1975, it was recommended to the Government of India,

to consider the transfer of the tenements constructed under the said scheme to the occupants of the said tenements on ownership basis, by giving them an opportunity to pay for the said tenements, in suitable instalments, as it was found that it was practically impossible to dispossess superannuated workers or the allottees, who had crossed the prescribed income limit and consequently had become ineligible for retention of the tenements in their occupation.

- I. The Government of India after considering the entire problem permitted the State Governments to transfer such tenements to the occupants thereof on ownership basis on certain conditions laid down by the Government of India in this behalf.
- J. On the basis of the guidelines laid down by the Government of India, the Government of Maharashtra, inter-alia, directed that the buildings built by the housing board and other agencies under certain schemes should be offered for sale on “as is and where is basis” to the authorized and / or unauthorised occupants, whose occupation was to be regularized on their paying a penalty amounting to 50% of the cost of the tenements in lump sum, for residential purpose, on the basis of hire purchase after the occupants of such tenements had formed a Co-operative Housing Society.
- K. The allottees of the tenements in Building No. 74 at Kannamwar Nagar, Vikhroli (East), Mumbai-400 083 formed themselves into a Co-operative Housing Society named the **KANNAMWAR NAGAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing Society, registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM/MHADDB/HSG/(TC)/12313/2004-2005 dated 14/03/2005, having its registered office at Building No.74,Kannamwar Nagar, Vikhroli (East), Mumbai-400 083, hereinafter called “**the Society**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).
- L. By and under the Deed of Sale dated 07th October 2019 executed between MHADA and the Society, registered with the Sub-Registrar, Kurla, under No. KRL-3/12972 of 2019, the said Building being building No. 74, situated at Kannamwar Nagar, Vikhroli (East), Mumbai, consisting of ground + 3 floors with 32 tenements, constructed on the said land (hereinafter referred to as the “**Existing Building**”) has since been conveyed, sold and transferred by MHADA to the Society, for the consideration and on the terms and conditions set out therein.
- M. By and under the Indenture of Lease dated 07th October 2019 executed between MHADA and the Society, registered with the Sub-Registrar, Kurla under No. KRL-

3/12974 of 2019 (hereinafter referred to as **“the said Lease”**), MHADA has since granted lease of the said land bearing Survey No.113 (Part), City Survey No. 356 (Part) admeasuring 655.89 square meters or thereabouts at Kannamwar Nagar, Village Hariyali, Vikhroli (East), Mumbai, in favour of the said Society, for a term of 30 years, commencing from 29/12/1995 in consideration of the lease rent and on the terms and conditions more particularly set out in the said Lease. As provided in the said Lease, the lease of the said land is renewable by 30 - 30 years period twice on the terms and conditions determined by the Authority from time to time.

- N. In the premises aforesaid the Society is the owner of the Existing Building viz. Building No.74 along with the leasehold rights in the said Land, more particularly described in the First Schedule hereinafter written.
- O. The members of the society being present holders / allottees of the tenements in the Existing Building are occupying their respective tenements in the Existing Building viz. Building No.74, consisting of ground + 3 floors standing on the said Land comprising of 32 Residential tenements bearing Room Nos. 2001 to 2032 each having a carpet area of 20.23 sq. mtrs. or thereabouts (the said Land together with the said Existing Building are hereinafter collectively referred to as the **“said Property”**).
- P. The Existing Building being 50 years old and in dilapidated condition, the Society invited offers for redevelopment of the said Property.
- Q. The members of the Society present in the Extra Ordinary General Body meeting of the members of the Society held on 11th November 2017 unanimously resolved and authorized the Managing Committee of the Society to appoint the developers to undertake the said Project and to entrust the redevelopment rights in respect of the said Property to such developers on mutually agreed terms and conditions and to obtain necessary permissions and sanctions from the concerned authorities including MHADA and take all necessary steps for the purpose of redevelopment of the said Property and implementation of the proposed redevelopment scheme in accordance with the prevailing Development Control Regulations as amended from time to time and to execute the Development Agreement and all necessary documents and writings including General Power of Attorney etc., through the office bearers / committee members of the Society in favour of such developers and also to take appropriate decisions from time to time for and behalf of the Society till the project is completed in all respects in accordance with the plans to be approved by MHADA.

- R. After negotiations, meetings and discussions held by and between the parties hereto and considering the sufficient experience and skill of the Promoter to undertake the redevelopment of the said Property as developers by demolishing the Existing Building, constructing new building and providing to the existing members of the Society new flats having mutually agreed carpet area and amenities in the new building without any cost to the members of the Society and the Promoter as developers retaining the balance Flats/Shops/Units constructed out of FSI available for the said Property (hereinafter referred to as **"the said project"**), the Society agreed to appoint the Promoter as developers to undertake the said project and the Promoter agreed to the offer of the Society considering the potential of the total area of the said Land including tit-bit area attached to the Society's leasehold plot.
- S. By and under the Development Agreement dated 21/11/2019 entered into between the Society viz. Kannamwar Nagar Samadhan Co-operative Housing Society Ltd., the members of the Society and M/s. Kripa Elite Corporation as developers (Promoter herein), registered with the Sub-Registrar, Kurla-4, under Sr. No. KRL-4/14735/2019 (hereinafter referred to as **"the Development Agreement"**), the Society has granted the development rights for redevelopment of the said Property to the Promoter on the terms and conditions contained therein.
- T. Pursuant to the said Development Agreement, the Society has executed a Power of Attorney dated 21/11/2019 in favour of the Promoter and its partners, registered with the Sub Registrar Kurla-4 under Sr. No. KRL-4/14736/2019 inter alia to enable the Promoter to take necessary steps for redevelopment of the said property.
- U. Accordingly, in pursuance of the Development Agreement, the Promoter herein viz. M/s. Kripa Elite Corporation has development rights in the said Property on the terms and conditions contained in the Development Agreement.
- V. A copy each of the Title Certificate issued by the Advocate of the Promoter and the Property Card in respect of the said Property is annexed hereto and marked as **Annexure "I"** and **"II"** respectively.
- W. At the request of the Society, MHADA vide its letter No.CO/MB/REE/NOC/F-1119/497/2020 dated 13th March 2020, addressed to the Society, has granted its permission for redevelopment of the Property by allotment of 3307.16 sq. mtrs. built up area (consisting of 3213.16 sq. mtrs. for residential use + 94.00 sq. mtrs. for commercial use) [i.e. 1530.20 sq. mtrs. in the form of additional BUA + 1776.96 sq. mtrs. in the form of balance BUA of layout (prorata)] based on sub-divided plot as per demarcation plan admeasuring about 833.16 sq. mtrs. (i.e. 655.89 sq. mtrs. as per Lease Area + 177.27 sq. mtrs. additional land) thus total BUA permitted upto existing

969.28 sq. mtrs. + 3307sq. mtrs. = 4276.44 sq. mtrs. on the terms and conditions contained therein.

- X. MHADA vide its letter No.CO/MB/REE/NOC/F-1119/497/2020 dated 13th March 2020 has granted consent to issue Commencement Certificate for the work upto plinth level of the said Property.
- Y. MHADA has issued Intimation of Approval (IOA) bearing No. _____ dated _____ and Commencement Certificate (CC) bearing No. _____ dated _____ for commencement of construction of new building upto plinth level on the said land. A copy each of IOA and CC is annexed hereto and marked as **Annexure “III”** and **“IV”** respectively.
- Z. The Promoter has entered into standard agreement with Architect viz. Mr. _____ of M/s. _____ (**“Architect”**), an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and further entered into standard agreement with Structural Engineer viz. Mr. _____ of M/s. _____ (**“Structural Engineer”**) for preparation of structural designs and drawings of the new building and the Promoter has accepted the professional supervision of Architect and Structural Engineer till the completion of the new building, subject to the reservation of rights and authority by the Promoter to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.
- AA. The Promoter has obtained/shall obtain the requisite sanctions/approvals from MHADA for the plans, specifications, elevations and sections of the new building/s to be constructed on the said land and shall also obtain all other approvals from other concerned authorities from time to time.
- BB. While sanctioning the said plans MHADA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon the observance and performance of which only the completion or occupation certificate in respect of the new building shall be granted by MHADA.
- CC. Accordingly, the Existing Building on the said Property is demolished and the Promoter has commenced construction of the new building on the said land comprising of 22 floors having 8 (eight) shops for commercial use on the Ground floor, parking, amenities and Society office on the 1st floor and 123 Flats for

residential use from 2nd to 22nd floor as per the plans and specifications sanctioned by MHADA.

- DD. In terms of the Development Agreement, the Promoter shall allot 32 Flats each admeasuring 503 sq. ft. RERA Carpet Area in the new building to the members of the Society. As mutually decided by the Promoter and the Society, the Promoter shall allot 32 Flats on the 2nd to 10th floors of the new building to be constructed on the said land to the members of the Society and the Promoter is free to sell the remaining 91 Flats on the 2nd to 22nd floors along with the parking areas in the said new building and such additional flats and parking areas as may be permissible (hereinafter referred to as "**Sale Area**") by utilizing maximum permissible floor space index (FSI) including fungible/additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.
- EE. The Purchaser being desirous of purchasing a flat/apartment in the new building, the Purchaser has carried out independent search and satisfied himself/herself/themselves regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the Residential Flat/Apartment bearing No. _____, on the _____ Floor of the new building, which forms part of the Sale Area and is more particularly described in the **Second Schedule** hereunder written, forming (hereinafter referred to as the "**Apartment**").
- DD. The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in red cross lines, is annexed hereto and marked as **Annexure "V"**.
- EE. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchasers of the other flats/apartment/s forming part of the Sale Area in the new building.
- FF. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment to the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.
- GG. The Promoter has registered the new building project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority (MahaRERA) vide

Registration No. _____. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as **Annexure "VI"**.

- HH. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Apartment for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.
- II. The Purchaser has also been shown the conditions of contracts entered into by the Promoter with the vendors/ contractors/ manufacturers inter alia as to workmanship and quality of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same, the Purchaser has agreed to the same and all such conditions shall be binding on the Purchaser.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. PROMOTER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE APARTMENT

1.1 The Promoter shall construct the new building proposed to be named as **"Serene"** (hereinafter referred to as the **"Building"**), or such other name as the Promoter in its sole discretion may decide, on the said land, more particularly described in the **First Schedule** hereunder written, in accordance with the plans, designs and specifications sanctioned/to be sanctioned by MHADA, as may be amended from time to time and the Purchaser hereby consents to the same. The Promoter shall be entitled to make any variations, alterations or amendments in the said plans or specifications and /or layout plans as may be decided by the Promoter and sanctioned by MHADA and/or if so directed by MHADA and/or other concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent for the same.

1.2 (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment/Flat No. admeasuring sq. meters carpet area (as per RERA) on floor of the Building and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the **"Apartment"**) as shown in the Floor plan thereof hereto annexed and marked **Annexures VII** for the consideration of Rs. _____ (Rupees _____ only) with right to use the common areas and facilities appurtenant thereto, the nature, extent and description of the

common areas and facilities are more particularly described in the **Third Schedule** hereunder written.

- (ii) The total aggregate consideration amount for the apartment including the right to use 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 hereunder written as mutually agreed is Rs. _____/- (Rupees _____ only) ("**Total Price**").

- (iii) The Purchaser hereby confirms and agrees that since he/she/they have not been allotted or sold any car parking space in the new building, he/she/they will not claim any parking space until and unless it is specifically allotted by the Promoter to him/her/ them in writing.

1.3 The Purchaser has paid/agreed to pay to the Promoter the Total Price in the following manner ("**Payment Plan**") plus GST @ 5% of the Total Price:-

Particulars	% of Total Price (+ 5% GST)	Amount (Rs.)
On Booking	10 %	
On Execution of this Agreement	30 %	
On Completion of Plinth	5 %	
On Completion of 1 st Slab	10 %	
On Completion of 7 th Slab	6 %	
On Completion of 15 th Slab	6 %	
On Completion of top slab	6 %	
On Completion of Internal Walls of the said apartment	7 %	

On Completion of Terrace Works & Water Proofing	2 %	
On Completion of Internal Finishing Coats of the said apartment	3 %	
On Installation of Lifts	5 %	
On Completion of Flooring, Doors, Windows & Lift Lobbies of the said Apartment	2.5 %	
Completion of water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobbies, plinth protection and paving of areas	5 %	
On Possession	2.5 %	
Total	100%	

- 1.4 The Purchaser agrees that the amount payable on possession shall be payable by the Purchaser before handover of possession of the Apartment or on receipt of Occupation/Completion Certificate, whichever is earlier.
- 1.5 The Total Price above excludes all Taxes such as Goods and Services Tax (GST), cess, levy or any other taxes which may be levied, in connection with the construction of the Building up to the date of handing over the possession of the Apartment and all the GST and all such other taxes, cess or levy shall be payable by the Purchaser.
- 1.6 The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, the time being the essence of the contract. The Promoter shall forward to the Purchaser, at the address given by the Purchaser in this Agreement, intimation recording the Promoter having commenced the particular stage of the work. The Purchaser shall be bound to pay the amount of the installments due within 30 days from the date of demand i.e. the Promoter dispatching such intimation by post or through Courier Service at the address of the Purchaser as given in this Agreement.
- 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

1.8 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 3% (three percent). 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 beyond 3%, Promoter shall refund the excess money paid by Purchaser within 45 (forty five) days with annual interest at the rate specified in RERA, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the rate calculated per square meter based on the Total Price as agreed in Clause 1.2 (i) of this Agreement.

1.9 The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2. OBSERVATION OF CONDITIONS IMPOSED BY MHADA/LOCAL AUTHORITY

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by MHADA and other concerned local authority(ies) at the time of sanctioning the plans of the Building or thereafter and shall, before handing over possession of the Apartment to the Purchaser herein, obtain from MHADA/concerned local authority/development controlling authority, the occupation and/or completion certificate in respect of the Apartment.

2.2. The Purchaser shall accept and observe all the terms, conditions, stipulations and restrictions if any, which may have been imposed by MHADA and/or other concerned local authority/development controlling authority at the time of sanctioning the building plans or thereafter and further observe all development control rules applicable to the building in which the apartment is situated.

2.3. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and

other dues payable by the Purchaser as per the Payment Plan and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter.

3. FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Property is 4276.44 sq. mtrs. However, since the said Property falls under the Kannamwar Nagar MHADA Layout, as per Govt. of Maharashtra's GR /MHADA guidelines dated 3.07.2017 under revised Regulation No. 33 (5) of DCPR-2034, the total FSI available on such Layout will be 3.00 Plot FSI + Pro-rata FSI and Fungible FSI available, which has been or may be sanctioned by MHADA / concerned authorities and the Promoter has planned to utilize such total Floor Space Index to be made available by MHADA / concerned authorities from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by them on the said Property in the said project and the Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. INTEREST IN CASE OF DELAY

- 4.1. If the Promoter fails to abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the Building, interest as specified in the Maharashtra Real Estate (Rules and Regulations) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (the "Rules"), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Apartment. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults of payment of instalments, the Promoter at its own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement and forfeit the advance payment or earnest money deposit or application fee of 10% of the Total Price as the pre-determined liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of the agreed liquidated damages and any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, subject to the Purchaser signing the Cancellation Agreement and admitting execution thereof before the Sub-Registrar concerned. PROVIDED THAT if the Purchaser fails to execute the Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar, **Mr. Ajay Khushalani or Mr. Manish J. Doultani**, partners of the Promoter shall be entitled to act as attorney of the Purchaser for signing such Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. On termination of this Agreement by service of notice by the Promoter, save as aforesaid, the Purchaser shall have no rights whatsoever under this Agreement.

5. COMMON AMENITIES ETC.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the **THIRD SCHEDULE** hereunder written. However, the Promoter shall be entitled to change such amenities, fixtures and fittings etc. at any time during the construction of the new building.

6. POSSESSION

- 6.1. **The Promoter shall endeavor to give possession of the apartment to the Purchaser on or before 31st December 2024 which may be extended by upto six months due to unforeseen circumstances** (hereinafter referred to as the **"Date of Possession"**). If the Promoter fails or neglects to give possession of the Apartment to the Purchaser herein on account of reasons beyond their control and of their agents, by the aforesaid Date of Possession, then the Promoter shall be liable on demand to refund

to the Purchaser the amounts already received by them in respect of the Apartment with interest as mentioned in Clause 4.1 herein above, from the date the Promoter received such amounts till the date the amounts are repaid.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of any Force Majeure conditions inter alia including :-

- a. Non-availability of steel, cement, other building material, water or electric supply;
- b. War, civil commotion, floods, riots, strikes, pandemic or any act of God;
- c. Any notice, order, rule, notification of the Government and/or other public or competent authority;
- d. The Purchaser has committed any default in payment of installment and all other amounts payable by the Purchaser to the Promoter in respect of the Apartment; and
- e. Any extra work / addition required to be carried in the Apartment as per the requirement and at the cost of the Purchaser.

6.2. Procedure of taking Possession

6.2.1 The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority / Architect and the payment made by the Purchaser of all the amounts as per this Agreement, shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay all the amounts payable by the Purchaser under this Agreement including the the advance maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate / completion certificate from the competent authority / Architect.

6.2.2 The Purchaser shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Purchaser intimating that the Apartment/s is/are ready for use and occupancy.

6.3. Failure of Purchaser to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per clause 6.2.1 above, the Purchaser 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 Purchaser. In case the Purchaser fails to take possession within the time provided in clause 6.2.2 above, the Purchaser shall continue to be liable to pay maintenance charges and property tax as applicable with interest for delayed payments.

6.4. Defect Liability

If within the period of 2 (two) years from the date of handing over the Apartment to the Purchaser herein, the Purchaser herein brings to the notice of the Promoter, any structural defect in the Apartment or in the building in which Apartment is 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 its own cost and expense and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA, PROVIDED HOWEVER THAT any such defect arising due to unauthorized alterations carried out by the Purchaser or any other Purchaser in the Apartment(s) or building, the Promoter shall not be liable for the same.

PROVIDED FURTHER THAT it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment for fit-outs or otherwise, whichever is earlier.

PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, outdoor box grills, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall become void automatically.

The word "Defect" here means only the structural defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment(s) by the occupant(s), vagaries of nature and defect/s in fittings and fixtures are not included therein.

7. USE OF THE APARTMENT

- 7.1. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment in the building shall not use, the Apartment/s, for classes, massage centre, gambling house or any illegal or immoral purpose.
- 7.2. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Purchaser shall use the parking space, if it has been allotted to him, only for purpose of keeping or parking his personal light vehicle.
- 7.3. After delivery of possession of the Apartment by the Promoter to the Allottee in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Promoter or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

8. MEMBERSHIP OF SOCIETY

- 8.1. The Purchaser is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name "Kannamwar Nagar Co-operative Housing Society Limited" has already been formed and registered on 14/03/2005. The Purchaser therefore, along with the existing Members and other Purchaser/s of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other papers and documents for becoming a member as may be required by the Society. The Promoter shall if necessary become member of the said Society in respect of their right and benefits conferred /reserved herein in respect of unsold Apartments or otherwise. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and

other documents as may be required by the Society and shall also pay admission / membership fees and any other charges / contribution / corpus as may be directed by the Society.

- 8.2. The Promoter reserves to itself, the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat purchasers while using and enjoying their respective flats with the common amenities as agreed.
- 8.3. The Promoter will have a right to install or have installed their logo in/upon one or more places in the said property and the Promoter reserve to themselves full, free and complete right of way and means of access to such places/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs till the Building is handed over to the Society.
- 8.4. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Building 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 Property and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution of Rs._____ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall not be liable to provide any account thereof to the Purchaser and/or the Society.
- 8.5. The amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter till maintenance of the building in which Apartment is situated is handed over to the Society. On handing over the charge of the building to

the Society, after deducting therefrom all the expenses including those mentioned above, the surplus, if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Purchaser without being liable for rendering any account thereof to the purchasers and/or the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the purchasers in the Building commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other purchasers and/or the members of the Society.

9. **OTHER PAYMENTS**

The Purchaser shall on or before delivery of possession of the Apartment, pay/deposit with the Promoter, the following amounts:-

- i. Rs. _____/- for share money, admission/membership fee of the Society and other share of corpus contribution fixed by the Society;
- ii. Rs. _____/- for proportionate share of property taxes;
- iii. Rs. _____/- for legal expenses and fees for preparation of this Agreement;
- iv. Rs. _____/- towards development charges.
- v. Rs. _____/- for deposit/charges towards provisional monthly contribution towards outgoings such as insurance, common lights, repairs and salaries of clerks, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and the said buildings of Society/s for a period of 2 years.
- vi. Rs. _____/- For Deposit/charges towards Water, Electric, and other utility and services (solar & rain water harvesting) connection charges; and
- vii. Rs. _____/- for deposits/charges of electrical receiving Sub- Station (if any).

10. **STAMP DUTY AND REGISTRATION**

The Purchaser shall be liable to pay the stamp duty, registration charges and all other incidental charges etc. as may be payable on this Agreement and such other documents as may be required to be executed in connection therewith.

11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:

- 11.1. It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Apartment, the Purchaser shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the Total Price and other charges/deposits as aforesaid and that unless all such amounts are paid by the Purchaser to the Promoter, the Purchaser shall not be entitled to demand or acquire possession of the Apartment and the Promoter shall not be bound or required to hand over to the Purchaser possession of the Apartment and the Purchaser shall not have the right to use or occupy the Apartment or any of the common amenities, areas and facilities appurtenant thereto.

For any amount remaining unpaid by the Purchaser under this Agreement, the Promoter shall have first lien and charge on the Apartment agreed to be allotted/sold to the Purchaser in terms of these presents.

- 11.2. The Purchaser further shall pay municipal and revenue taxes, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Government Departments and other statutory outgoings to the extent of the Purchaser's share due and payable from the date of issuance of Occupation Certificate of concerned building or as and when demand is made by the concerned authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other taxes for any reasons or grounds whatsoever.
- 11.3. In the event of termination of this Agreement for any reason, the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as aforesaid, only upon receipt of no dues certificate from the bank/financial institution/company/lender. Notwithstanding what is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Price as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the same on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/rejected.

12. PAYMENT OF STATUTORY TAXES, CESSSES ETC:

- 12.1. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST) and/or any other tax, cess, levy or

any other similar taxes which may be levied, in connection with the construction of the Building) which shall be payable by the Purchaser from time to time up to the date of handing over the possession of the Apartment. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay to the Promoter all such Taxes on or about execution of these presents or as and when such Taxes become due and payable from time to time for the sale transaction hereunder, to enable the Promoter to deposit/pay the same to the Government Authorities.

- 12.2. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and/or any additional/new taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment or on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Promoter fully indemnified from all such taxes, levies, costs and consequences.
- 12.3. From the date of the possession or Completion/Occupation Certificate, whichever is earlier, in respect of the Apartment, the Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Apartment and proportionate maintenance charges in respect of the building and expenses for common facilities such as common electricity meter, water pump/s expenses for elevator etc. in respect of the Property to the respective authorities and/or to the Society. But it is specifically agreed between the Parties hereto that, the Promoter shall not be responsible/liable to pay or share the aforesaid expenses in respect of unsold premises/apartments situated in the Building to be constructed on the said Property.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Society has clear and marketable title with respect to the Property and the Promoter has development rights in the Property as declared in the title certificate annexed to this agreement and in pursuance thereof the Promoter has the requisite rights to carry out development upon the Property and also has actual and physical possession of the Property for construction of the Building;

- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Property and has obtained/shall obtain requisite approvals from time to time to complete the construction of the Building;
- iii. There are no encumbrances upon the Property or the Building except those disclosed to the Purchaser;
- iv. There are no litigations pending before any Court of law with respect to the Property or Building, except those disclosed in the title certificate(s);
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Building to be constructed are valid and subsisting and have been/will be obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Building have been/shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building 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 Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment hereunder agreed to be sold, which may, in any manner, affect the rights of the Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. The Society/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building to the competent authorities; and
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property) has been received or

served upon the Society/Promoter in respect of the Property and/or the Building to be constructed except as disclosed to the Purchaser.

14. COVENANTS OF THE PURCHASER

The Purchaser himself with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoter as follows for the apartment and also for the building in which the Apartment is situated:

- a) To maintain the apartment at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the apartment is taken and shall not do or cause to be done anything in or to the Apartment or the building in which the Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the Apartment and/or to the building in which the Apartment is situated and in or to the Apartment itself or any part thereof.
- b) Not to store in/outside the Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority or any other authority or under any law and shall not carry out or caused to be carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for all the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- d) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Apartment.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property and the building or any part thereof or whereby any increase in 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 Apartment in the compound or any portion of the Property and the building.
- g) As per MCGM norms the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat purchasers of the apartments in the new building.
- h) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposits and other charges demanded by the Promoter and/or concerned local authority or Government or electric supply company for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- i) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Apartment or from the date of possession, whichever is earlier, and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the Apartment by the Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

- j) The Purchaser shall not let, sub-let, sell, transfer, assign or part with the Apartment or Purchaser's rights or interest under this agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Promoter and/or the Society, as the case may be, and obtained written consent for the same.
- k) The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and apartments 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 the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Society, regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- l) The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.
- m) That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that his such interest in the said Apartment is impartible.
- n) The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoter offering license to enter upon the said Apartment to the Purchaser earlier than completion of all the floors in the Building then and in that event the Purchaser has no objection to the Promoter completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms

that he shall not object to construction of the balance floor/s of the building or part/s thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors of the building on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

15. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME

- 15.1. The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.
- 15.2. The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water / water of adjacent terraces / sit-outs / roofs shall always have proper flow and shall not obstruct the uninterrupted flow of water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
- 15.3. In the Building the Promoter herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room etc. and which has to be operated / used by the persons in the Building with adequate knowledge and due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.

16. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:

As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the available parking spaces under stilt and within open areas and such allotment by the promoter shall be binding on all the purchasers of apartments in the said new building.

17. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.

As per Development Control Rules applicable to the Building to be constructed on the Property, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Promoter has paid premium amount and as such, the Promoter shall be entitled to deal with such terraces, etc. and the Purchaser herein by executing this Agreement has given his/her irrevocable consent for the same and the exclusive right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the Third Schedule hereunder written under head "Common Amenities" only shall be the common facilities and the Promoter shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Promoter thinks fit.

18. THE PROMOTER'S RIGHT TO PROVIDE WITH A REFUGE AREA

The Promoter herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following:-

- (i) Entrance door to the Refuge Area shall bear a signboard painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY"
- (ii) Adequate drinking water facilities shall be provided in the Refuge Area.
- (iii) Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.

The Promoter or the Society, as the case may be, shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

19. SPECIFIC COVENANTS

The Parties hereto hereby specifically covenant with each other as under:

- a) The relation between Promoter and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Promoter has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Promoter to the Purchaser herein, it will always be presumed that the Promoter has discharged and performed all their obligations including those under RERA.
- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Promoter.
- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, garden space, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her irrevocable consent and for this reason a separate consent for the same is not required.
- e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold and all rights of ownership in all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the Promoter until the new building is handed over to the Society.
- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be

construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

- g) All the power, authorities and rights of the Society and/or buyers of the apartments /units in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Promoter, in respect of the flats / apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- h) The Promoter and/or their nominees or assigns shall also be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the said property or building including the terrace wall, parapet walls, dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings till the time of handover of the said property along with the building and other amenities to the Society. The Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the terrace of the Building with all necessary permissions, sanctions from the competent authorities for the same and with proper precautions and care till handover of the said property along with building and other amenities to the Society and to appropriate the entire income or consideration in respect thereof for themselves.
- i) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Sale Area are received by the Promoter.
- j) The Promoter herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms

and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications.

- k) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any apartment, has been allotted by the Promoter to the Purchaser of any apartment in the building, then such respective buyer and occupier of the such apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, sitout, passages, open space, parking space etc., if any, along with the apartment.
- l) Considering the Building to be constructed on the Property is residential building having residential flats/apartments and for that, having internal approach road and to have the security for the human beings, the Purchaser or his/her agents shall not damage the internal road and it is specifically prohibited to bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment.
- m) The Promoter herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall

or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.

- n) The Promoter herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Promoter herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Promoter as well as the society and its office bearers shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.
- o) The Promoter herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.
- p) The parties hereto are well aware that, the Flat Number is three or four digits, first one or two digits denote floor of the building and last digit denotes the flat number.
- q) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and the Promoter have right to use and

enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Promoter until the said structure of the building is handed over to the Society.

20. NAME OF THE BUILDING

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to name the the Building **"Serene"** and the building will be denoted by such letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter at the entrances of the building. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Promoter's name board in any circumstances.

21. PROMOTER NOT TO CREATE MORTGAGE/CHARGE ON APARTMENT

The Promoter shall be entitled to raise loan and mortgage the Sale Area. However, after the Promoter executes this Agreement, the Promoter 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 Purchaser who has purchased or agreed to purchase such Apartment.

22. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 15 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying

the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and the booking amount/EMD shall stand forfeited.

23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations of the Purchaser arising hereunder shall apply not only on the Purchaser but also on any subsequent purchasers of the Apartment (in case of a transfer subject to the provisions hereof) as the said obligations go along with the Apartment for all intents and purposes.

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s) in the Building, the same shall be in proportion to the REERA carpet area of the Apartment to the total RERA carpet area of all the Apartments in the Building.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments, forms and writings and take such other actions, in addition 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.

29. REGISTRATION OF THIS AGREEMENT

- 29.1. The execution of this Agreement shall be complete only upon its execution by the Parties and registration at the office of the Sub-Registrar by admission of execution by the Parties.
- 29.2. The Purchaser and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act and the Purchaser and the authorised signatory/attorney of the Promoter will attend such office and admit execution thereof.

30. SERVICE OF NOTICES:

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

Name of Purchaser : _____

Mail ID : _____

Contact Number : _____

Residential Address : _____

Name of Promoter :- M/S. KRIPA ELITE CORPORATION
 Office Address :- 106,Options Primo, Road No-21, MIDC Cross Roads,
 SEEPZ, Andheri(East), Mumbai-400093

Notified Email ID: Kripaelitecorp@gmail.com

It shall be the duty of the Purchaser 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 Purchaser, as the case maybe.

That in case there are joint purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

31. TERMINATION OF AGREEMENT

- 31.1. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Promoter's 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. In such an event, the Promoter through any of its partners shall be entitled to act as attorney of the Purchaser for the purpose of execution and registration of the requisite cancellation agreement and the Purchaser shall not be entitled to raise any objection in that regard.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter,

after deducting 10% (ten percent) of the total sale consideration as predetermined liquidated damages and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser.

- 31.2. For the purpose aforesaid, the Purchaser hereby appoints the Promoter and its partners as attorney(s) of the Purchaser to inter alia execute and present for registration the Cancellation Agreement or any other deed, document and writing signifying cancellation and termination of this Agreement in such form and manner as the Promoter may deem fit in its sole discretion and thereupon the Purchaser shall have no rights or interest left in the Apartment or any other claim hereunder save and except refund of the amounts paid by the Purchaser after deducting 10% of the total sale consideration and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser PROVIDED HOWEVER THAT the Purchaser shall have no claim in the profit, if any, realized by the Promoter on reselling the Apartment at higher price..
- 31.3. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Promoter and Purchaser herein is terminated as stated in sub-para (a) and (b) hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Promoter.
- 31.4. Notwithstanding any of the above clauses, in the event the Promoter is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Promoter shall within 60 (sixty) days of such termination refund the entire amount received from the Purchaser under this Agreement with interest as specified in the Rules.

32. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority under RERA.

33. GOVERNING LAW

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 subject to clause 33 above, the courts and tribunals at Mumbai will have the jurisdiction.

34. MEANING OF WORDS IN THE AGREEMENT

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

35. MISCELLANEOUS:

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

36. EFFECT OF LAWS:

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE PROPERTY

ALL that piece or parcel of leasehold land bearing Survey No.113 (Part), City Survey No. 356 (Part) admeasuring 655.89 square meters plus tit bit lands admeasuring about 177.27 sq. mtrs. attached thereto, being part of the Board's larger lands at Kannamwar Nagar, Village Hariyali, Vikhroli (East), Mumbai-400 083 together with Building No.74 standing thereon comprising of 32 tenements on Ground plus three upper floors, Village Vikhroli, Taluka and Registration District Mumbai Suburban and shown in the plan of the said land duly certified by MHADA annexed hereto and marked as Annexure-I and bounded as follows:

On or towards the North	: Building number 75
On or towards the South	: Building number 73

On or towards the East : 12.20 meter Wide Road
 On or towards the West : Building number 66

SECOND SCHEDULE ABOVE REFERRED TO DETAILS OF THE APARTMENT

Residential Apartment being **Flat No.**_____ having RERA carpet area admeasuring _____ sq. mtrs. situated on the _____ floor in the Building to be named as **"Serene"** being constructed on the land more particularly described in the First Schedule hereinabove written.

THIRD SCHEDULE REFERRED TO ABOVE LIST OF AMENITIES

AMENITIES

DESIGNER MODULAR KITCHEN
 COOK TOP & CHIMNEY
 GRANITE PLATFORM WITH SS SINK
 WATER PURIFIER
 HOT WATER GEYSERS IN ALL BATHROOMS
 VIDEO DOOR PHONE
 GYPSUM CEILING IN ALL ROOMS
 CEILING FANS AND LED LIGHTS IN ALL ROOMS
 EXHAUST FANS IN KITCHEN AND BATHROOMS
 ANODIZED ALUMINUM SLIDING WINDOWS WITH SAFETY GRILLS
 2X2 VITRIFIED FLOORING.
 GYPSUM FINISHED WALLS WITH GOOD QUALITY PAINT
 TV POINT IN ALL ROOMS.
 TELEPHONE POINT IN LIVING ROOM.
 A/C POINTS IN BEDROOM AND LIVING ROOM
 HIGH QUALITY DOOR WITH LAMINATE FINISH.
 DESIGNER WALL TILES UPTO BEAM LEVEL IN KITCHEN ABOVE PLATFORM.
 CONCEALED ELECTRICAL COPPER WIRING WITH MODULAR SWITCHES.
 BATHROOM – DESIGNER WALL TILES
 JAQUAR/ SIMILAR MAKE CP FITTINGS.

COMMON AMENITIES

GYMNASIUM
 MULTIPURPOSE HALL / GAMING ZONE
 AIR CONDITIONED DOUBLE HEIGHTED ENTRANCE LOBBY
 FIRE FIGHTING & FIRE ALARM SYSTEM
 24/7 CCTV CAMERA SURVEILLANCE

HIGH SPEED LIFTS - SCHINDLER OR EQUIVALENT.
 DECORATIVE LIFT LOBBIES.
 WELL DESIGNED & BEAUTIFUL ENTRANCE LOBBIES.
 100% ACRYLIC PAINT.
 TERMITE CONTROL TREATMENT AT FOUNDATION.
 WATER PROOFING AT TERRACE
 ROOF TOP AMENITIES – Childeren's play area, yoga deck , gazebo, Barbeque counter,
 Jogging track, box cricket, landscape greenery

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED
 THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN HEREINABOVE.**

SIGNED AND DELIVERED BY THE
 PROMOTER within named **KRIPA ELITE
 CORPORATION** through its partner Mr.
Rahul Pratap Rawlani, in the presence of
 :

- 1.
- 2.

SIGNED AND DELIVERED by the
PURCHASER within named:

1. **SHRI/SMT.**_____

2. **SHRI/SMT.**_____

in the presence of

1.

2.

RECEIPT

RECEIVED of and from the within named the Purchaser a sum of Rs. _____/- (Rupees _____ only) by Cheque/PO/DD/RTGS/UTR No. _____ dated _____ drawn on _____ Bank for sale/allotment of Residential Apartment being Flat No. _____ situated on _____ floor in the Building to be named as **"Serene"** being constructed on the land more particularly described in the First Schedule hereinabove written.

WE SAY RECEIVED Rs. _____/-

(Subject to realisation of cheque)

for **M/s. KRIPA ELITE CORPORATION (Promoter)**

Partner/Authorised Signatory

Witnesses:

1.

2.