

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Panvel on this _____ Day of _____ in the year 2022

B E T W E E N

M/S. OLIVE ENTERPRISES, an Association of Persons (AOP) having office at 756, Ground Floor, Kapad Bazar, Panvel-410206, Tal-Panvel, Dist-Raigad hereinafter called and referred to as the "**PROMOTERS**" (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or partners for the time being, their survivor or survivors, heirs, nominee, executors, administrators and assigns of such firm or last survivor) **OF THE ONE PART;**

AND

1) _____, Aged: _____ years,

Pan No.: _____ Aadhar No.: _____

2) _____, Aged: _____ years,

Pan No.: _____ Aadhar No.: _____

adults, Indian inhabitant residing at _____

_____ (hereinafter collectively referred to as "**THE ALLOTTEE/S /PURCHASERS**" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **OF THE OTHER PART;**

WHEREAS the City and Industrial Development Corporation of Maharashtra Limited (herein after referred to as "**The Corporation**" and "**CIDCO LTD.**") is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "the said Act"). The State Government is, pursuant to section 113(A) of the said

Act. acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

AND WHEREAS the Promoters have, by its offer of Rs.1,05,604.00 requested to the Corporation to grant a lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government, and described hereinafter.

AND WHEREAS the Promoters being the highest bidder of **PLOT NO.21, SECTOR-17, admeasuring 1576.26 sq. mtrs. or thereabout situated New-Panvel**, (hereinafter referred to as "**the said Plot**"), the Corporation has consented to grant to the Promoters a lease of said plot described in the Schedule-I hereunder, for the purpose of constructing a building or buildings for **Residential Cum Commercial Use** and has permitted the Promoters to occupy the said Plot from the date of Agreement to Lease, on the terms and conditions therein.

AND WHEREAS the Promoters has, before the execution of **Agreement to Lease** has paid on the dated **31/12/2020** to the Managing Director of the Corporation, hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corporation as may be notified by the Corporation from time to time by a general or special order, a sum of **Rs. 16,64,59,361.04/- (Rupees Sixteen Crore Sixty Four Lakh Fifty Nine Thousand Three Hundred Sixty One and Four Paisa only)** being the full premium agreed to be paid by the Promoters to the Corporation.

AND WHEREAS accordingly the Corporation by **Letter of Allotment** dated 13/01/2020 has allotted **Plot No.21, admeasuring 1576.26 square meters, in Sector- 17, Village New Panvel** more particularly described in the **SCHEDULE-I** hereunder in the name of **Promoters**.

AND WHEREAS in furtherance of said Allotment Letter by an Agreement to Lease dated **18/01/2021** executed between The Corporation as one part and **Promoters** of the other part, **Said Plot** was allotted by the Corporation to the **Promoters** on long lease more particularly described in the **Schedule-I** hereunder written and the possession is handed over to **Promoters** on terms and conditions contained in the said agreement. Said Agreement to Lease is registered with Sub-Registrar **Panvel-5** on dated **29/01/2021** vide Serial No.**PWL5-1420/2021**. Copy of **INDEX II** is annexed as **ANNEXURE "A"**

AND WHEREAS the Lease is for construction and after completion of the construction of building(s) on the Plot Corporation shall execute the Lease Deed in favour of the **Promoters** granting the lease of the Plot for a period of 60 (sixty) years from the date of Agreement to Lease.

AND WHEREAS the **Promoters** had applied for permission for Development from the **Panvel Municipal Corporation** and has obtained the development permission vide **Commencement Certificate dated 29/03/2022** bearing **Reference No. PMC/TP/N. Panvel/17/21/21-22/16114/916/2022** has granted development permission and commencement certificate for construction of building **(Ground + 13 floors)** having 59 residential premises and 12 commercial units under the section 45 of The Maharashtra Raigad & Town Planning Act 1966 (In short "MRTP"). Panvel Municipal Corporation has also approved building plans for the same. Copy is annexed as **ANNEXURE "B"**

AND WHEREAS the Promoters has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed in terms of the Lease agreement referred herein above. The Promoters herein have right to sell the Premises in the said project, to be constructed by the Promoters on the Project land and is fully competent to enter into agreement/s with the Purchaser/s, lessee, mortgagee, of the Premises and to receive the sale price, rent, lease premium, license fees, deposits etc., in respect thereof.

AND WHEREAS the Promoters declares that there is no impediment attached to the Project Land. There is no illegal encroachment on the said property/project land. The Promoters further declares that no permission was required from any authorities concerned, in the absence whereof, the title of the Promoters would have affected furthermore all required permissions are procured and the Promoters is absolutely entitled to the same. There is no mortgage or lien or charge whatsoever on the Project Land. So also, the Promoters is entitled and enjoined upon to construct the proposed building on the Project Land.

AND WHEREAS the Promoters herein has appointed **VISTAAR ARCHITECT & PLANNERS** having address at P6/24/03, Sector-15, New Panvel- 410 206 as their Architects (hereinafter referred to as "**the Architect**") and **VASTUKALP**, having their address at Susheel Pride, 1st floor, Near Garden Hotel, Panvel, Dist-Raigad 410

206, as their **STRUCTURAL ENGINEERS** and accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoters herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if Promoters so decide.

AND WHEREAS title of the Promoters to the Project Land has been certified by **ADV. SANTOSH M. LAD**, Advocate, High Court, having his office at 104, 1st floor, Aditya Vihar Co-operative Housing Society, Mahatma Phule Marg, Near Old Post Office, Panvel, Dist. Raigad 410 206, vide his **CERTIFICATE OF TITLE/SEARCH & TITLE REPORT** dated **26/05/2022**. Copy is annexed as **ANNEXURE "C"**.

AND WHEREAS the Promoters has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai, having Registration No. _____, dated _____, an authenticated Copy is annexed as **ANNEXURE "D"**.

AND WHEREAS the Promoters has, accordingly, commenced the construction of the building name "**SUSHEEL UTKARSH**" on the aforesaid property/project land in accordance with the plans sanctioned and the construction permission granted by the **Panvel Municipal Corporation**. The said buildings shall consist of **Ground Floor and 13 (Thirteen) Upper Floors**, containing **59 residential unit & 12 Commercial Unit**, for residential & Commercial user, having lift facility.

AND WHEREAS the Purchaser/s herein being desirous of purchasing a Premise/s, applied to the Promoters for allotment of **Shop/Office/ Flat No.** _____, on the _____ **floor**, admeasuring **Carpet Area** _____ **Square Mtrs.** in the building name "**SUSHEEL UTKARSH**" to be constructed on the Project Land.

AND WHEREAS the Purchaser/s herein has demanded from the Promoters and the Promoters has given inspection to the Purchaser/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA or the said Act") and Rules and regulations made thereunder. After the Purchaser/s enquiry, the Promoters herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries,

he/she/they have regarding the marketable title and rights and authorities of the Promoters. The Purchaser/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoters herein. That the Purchaser/s has/have given his specific confirmation herein that the responsibility of title of the said land be on the Promoters up and until the conveyance of the said building and the said land thereunder.

AND WHEREAS the Purchaser/s has read and understood all the contents of the indemnity bonds/ undertakings, etc., given by the Promoters to the Panvel Municipal Corporation or any other authority, and terms and conditions mentioned in Permissions/ Commencement certificate (if any) and Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS the Purchaser/s is aware of the fact that the Promoters has entered or will enter into similar and /or separate Agreements with several other Purchaser/s, persons and parties in respect of Residential/Commercial Premises in the said building/project;

AND WHEREAS relying on the Purchaser/s representations and the assurances and subject to the terms and conditions mentioned in this agreement, the Promoters herein has agreed to sell and the Purchaser/s herein agreed to purchase **Shop/Office/ Flat No.** _____, on the _____ **floor**, in the building name "**SUSHEEL UTKARSH**". The said premises are admeasuring Carpet area about _____ Sq. Mtrs. with adjoining same level Terrace area having area about _____ Sq. Mtrs. (hereinafter referred to as "**PREMISES**" and or "**SAID PREMISES**") subject to fluctuation of both areas not more than 3 percent situated on _____ floor which is more particularly described in **Schedule III** and shown delineated and demarcated in red colour in **ANNEXURE "E"** annexed hereto, at or for mutually concluded and agreed at total consideration of **RS.** _____/- (**RUPEES** _____

_____ **ONLY**)
excluding expenses for Stamp Duty, Registration Fees, Goods and Service Tax (**GST**) or any other taxes levied which shall be paid by Purchaser/s separately. The sale of the said Premises is on the basis of carpet area only. The Purchaser/s is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The Purchaser/s consents for the same and is aware that the consideration being lumpsum will not change. The Promoters has agreed to

provide the amenities in the said Premises which are more particularly described in the **SCHEDULE IV** written hereto. The Purchaser/s agrees not to question or challenge the said consideration the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

AND WHEREAS on or before the execution of these presents, the Purchaser/s has / have paid to the Promoters the sum of **RS.**_____/-(**RUPEES**_____

_____) **ONLY**) as earnest or as part payment of sale consideration of the Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters do hereby admit and acknowledge), leaving balance amount of **RS.**_____/-(**RUPEES**_____

_____) **ONLY**) (being the balance sale price) to be paid by the Purchaser/S to the Promoters in the manner as described in the payment schedule mentioned herein under.

AND WHEREAS in addition to the aforesaid price, the Purchaser/s shall be liable to pay the Stamp Duty, Registration Fee, required to be paid for registration of this agreement in respect of the said premises and the GST or any other taxes and/or levies which may be levied by concerned authorities for the time in force.

AND WHEREAS in this Agreement the term 'PREMISE/S ' shall include the premises, rights hereby agreed to be sold and the term "PURCHASER/S" shall include purchaser or purchasers of flats/shop/ office or rights hereby agreed to be sold and also include the plural, neuter, feminine and masculine genders of the purchaser/s.

AND WHEREAS under Section 13 (1) of the RERA, the Promoters is required to execute a written Agreement in respect of sale of the said premises with the Purchaser/s, being in fact these presents and upon this Agreement when lodged for registration under the Registration Act, 1908 with the Sub-Registrar concerned by the Purchaser/s and the Promoters being informed about the same, the Promoters will admit the execution thereof before the Sub-Registrar concerned, through his authorized person.

AND WHEREAS the parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now desirous to enter into this Agreement on the terms and conditions agreed between them as hereinafter appearing.

NOW, THEREFORE, THESE PRESENTS WITNESSETH AS FOLLOWS:

1. AGREEMENT AND CONSIDERATION:

The Allottee has agreed to purchase from the Promoters and the Promoters have agreed to sell to the Allottee /s the **Shop/Office/Flat** in the said building "**SUSHEEL UTKARSH**" (which unit is more particularly described in the "**SCHEDULE-III**" hereunder and hereinafter referred to as the "**SAID UNIT**"), at and for the total consideration price of **RS.** _____/- (**RUPEES** _____)

ONLY) including the proportionate price of the above referred common areas and facilities. Said price is finalized at the lump sum basis. The Sale of the said Unit is on the basis of carpet area only. The allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3% (Three percent). The allottee consents for the same and is aware that the consideration being lump sum will not change.

The and the Promoters have agreed to provide specifications in the said Unit which are more particularly described in the **SCHEDULE IV** hereto and nature, extent and description of the common areas, facilities, Internal Works of Development and External Works of Development are more specifically described hereunder in **SCHEDULE-V**.

2. PAYMENT:

The allottee has by way of earnest money paid to the Promoters a sum of **RS.** _____/- (**RUPEES** _____)

_____ **ONLY**)
(not more than 10% of total price of the said Unit) prior to the execution of this agreement. The Balance shall be paid as provided herein under.

2.1) MANNER OF PAYMENT:

That the allottee /s shall pay the balance amount of consideration of
RS. _____ **/-** (**RUPEES** _____
 _____ **ONLY**)
 as detailed in **Schedule VII** of this agreement.

It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound follow, chronological order of any of the stages of installments and that the Promoters shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoters may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The construction of the said Unit is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered for any reason and the Allottee shall make all the payments to the Promoters by Demand Drafts or only by local cheques. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoters and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein. No interest shall be paid by the Promoters for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

It is hereby agreed that the time for payment as specified above is the essence of this contract and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoters shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due date, the Allottee shall be bound and liable to pay interest as per RERA on all amounts which become due and payable by the Allottee to the Promoters till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoters under this agreement, nor shall be construed as condonation by Promoters on such

delay. The amount of interest shall be calculated after completion of the said Unit and the Allottee has agreed to pay the same before possession of the said Unit.

2.2) INTEREST ON AMOUNT DUE:

Without prejudice to the rights of the Promoters to terminate this Agreement for default in payments, the Allottee /s agree/s to pay to the Promoters, interest as per RERA on all the amounts which become due and payable by the Allottee to the Promoters, under the terms of this agreement from the date of amount becoming payable till it's actual realization.

2.3) DEFAULT IN PAYMENT AND TERMINATION:

On the Allottee committing default in payment on due dates of any one installment due and payable under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee committing breach of any one of the terms and conditions herein contained the Promoters, shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Allottee 15 days' prior notice in writing of their intention to terminate this agreement stating the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Allottee in remedying such breach within the time of maximum 15 days.

Provided further that upon termination of this agreement as aforesaid, the Promoters shall simultaneously carry out the new booking of the said UNIT and refund the amount paid till that date by the Allottee without interest and after deducting 20% of the amount paid, towards damages, compensation. Even if the said Unit is re-booked by a new Allottee, there will be subsisting money claim of the erstwhile allottee from/ against the Promoters until the Promoters finally refund it (i.e. money claim as per RERA). However, the erstwhile Allottee shall not have any other claim upon the Said Unit itself or against the Promoters, except that of the amount to be refunded i.e. money claim.

It is hereby agreed upon by the parties that in the event of termination of present agreement it shall be obligatory upon the allottee to receive the refund of amount paid with its applicable deductions and also to

confirm the cancellation of present agreement. However, in the event of allottee failing to receive the refund, to return the original of this agreement and to confirm/ acknowledge the cancellation/ termination then the Promoters shall deposit the amount of refund and lodge the claim for confirmation of cancellation of agreement with Arbitrator i.e. Architect of the Scheme and the Arbitrator shall deposit the amount of refund in the account opened in name of Arbitrator for this sole purpose. Upon such deposit of refund amount with Arbitrator the Promoters shall be absolved of the liability towards the allottee even in monetary form. Promoters shall be entitled to carry out another booking of the Unit even before refund/ deposit of refund amount with the Arbitrator.

2.4) INCIDENTAL PAYMENTS:

That over and above the price of the said Unit, incidental taxes and the allottee shall pay following amount –

- 1) Legal and Society Formation Charges:
- 2) Society Maintenance for 1 year from the date of occupancy.
- 3) Charges for Electricity connection and meter shall be borne by the Promoters.

Stamp duty, Registration Charges and incidental expenses of the registration of this agreement and/or the conveyance as the case may be shall be borne and paid by the Allottee Separately.

Except the amount of balance maintenance, if any, and the share money, no other amount, expenses shall be transferred to the proposed society/ apartment's condominium and this condition shall be the essence of this contract. Non-payment of amounts mentioned hereinabove shall invoke termination of this agreement as mentioned hereinabove.

2.5) STIPULATION AS TO MAINTENANCE:

Commencing a week after notice in writing is given by the Promoters to the Allottee /s that the Unit is ready for the use and occupation, the Allottee /s shall be liable to bear and pay from the date of the completion certificate of his Unit the proportionate share (i.e. in proportion to the floor area of the Unit/s or in lump-sum monthly amount) of outgoings in respect of the said land and building/ buildings 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 said Plot and building/s. In the latter event Association shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Unit by the Allottee (with prior permission of the Promoters or Association as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Allottee or persons claiming through him/ her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable.

The Promoters at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the Unit agreed to be sold or interest accrued from the deposit paid, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefore till the entire scheme is complete and maintenance is handed over to the association.

2.6 ADDITIONAL AMOUNTS PAYABLE IN RESPECT OF SAID UNIT TO BE PAID BY THE ALLOTTEE /S ALONE:

The allottee /s hereby agrees to pay directly, and/ or to reimburse the Promoters for the payments made/ to be made towards the GST and such other assessments, levies imposed or recovered by the Concerned Authorities as per the laws in force today or those may become enforceable and payable at any time in future in respect of purchase of SAID UNIT and the proportionate Plot in respect of the SAID UNIT.

That the allottee has undertaken to pay the applicable GST and all applicable taxes etc on the present transaction, irrespective of the legal obligation (either on the Promoters or the allottee) towards the same.

3. PROMOTERS AGREE AND ASSURE:

The Promoters shall construct the building/s on the said property in accordance with the plans, designs, specifications which are and/ or shall be approved/ revised by the concerned local authority from time to time and

the Promoters shall be entitled to make any changes in the said plan with such modifications, as the Promoters may consider suitable, expedient, beneficial and necessary and/or as may be required by the concerned local authority/ Government, be made in them or any of them, the Allottee/s hereby gives his/her express consent to such changes provided there will not be any changes in the area and location of the UNIT, agreed to be sold hereunder.

4. ASSURANCE AND CONFIRMATION OF THE MARKETABILITY OF TITLE:

The documents of title of the Said Property, Area Statements of the Unit and the floor plan of the Unit, have been shown to the Allottee /s and were thoroughly inspected by the allottee.

The Promoters hereby assure the Allottee /s that the said Plot is free from all encumbrances and the Promoters have absolute, clear and marketable title and rights as the case may be, to the said Plot so as to enable them to convey to the organization of owners (either society or apartments condominium) such absolute, clear and marketable title.

5. ENTITLEMENTS OF THE PROMOTERS:

- 5.1)** The Promoters shall be entitled and authorized to implement the above said Scheme by independently using the present F.S.I. of the Said Property upon which the construction is proposed and being caused AND / OR by using the F. S. I. made available from the T. D. R. AND / OR by using the increased F. S. I. due to increase in ratio for any reasons whatsoever. The Promoters alone and /or their nominees/ assignees shall be entitled /authorized to use / consume /construct the above said F.S.I. even after formation of organization of holders in the scheme. Neither the Allottee /s nor the Society, Association of Apartments, Company, etc., shall be entitled to claim any benefit, rebate, compensation, consideration, demand, etc., for such additional F.S.I. either proportionately or otherwise from the Promoters or their nominees/assigns, etc.
- 5.2)** It is hereby further agreed by and between the parties that the Promoters as per their discretion shall be entitled to change and / or allow to change the use of any Unit, spaces, areas, etc., and / or to make use of the open spaces, terraces and / or allow the use of Unit, open spaces, etc., in the Said Scheme, in the manner as they may deem fit and proper and may also run any recreational and /or other permissible activities therein by themselves and / or through any of their nominees/ assignees and in the

manner the Promoters may deem fit and the Allottee /s shall not have any right, title, interest of whatsoever nature to claim any right, interest etc., of any nature in and over such open / built-up areas, terraces, gardens, recreational areas, etc, except usage of these facilities, if and when permitted, after paying the necessary fees, etc., and on observing the rules and regulations thereof.

- 5.3)** Promoters may also lease/license the spaces in the scheme for installation of hoardings, antennas, boards, banners, mobile towers, switching centers, broadcasting equipments etc. and shall be entitled to appropriate the proceeds thereof, alone, even after final conveyance /transfer of the scheme. Such space utilized by the Promoters shall be given separate identity and the Promoters shall be admitted as the member of the organization being the absolute owner of such space. The Promoters shall incorporate / install a separate legal entity if required for such purpose and shall include any such arrangement in the Declaration Deed/Final Conveyance/Assignment of Lease. Allottee and/or their organization shall indemnify and keep indemnified the Promoters from any breach of the terms appearing above and/or from any contrary claim, demand by any of the allottee and/or their organization.
- 5.4)** The Promoters shall have every right, authority, interest and entitlement at any time to make the Said Plot with or without buildings subject of any mortgage, charge, lien, loan, etc., and may in that case intimate such encumbrance to the Allottee /s for their information.
- 5.5)** The Promoters shall be entitled and authorized to create encumbrances, restricted areas, etc., in favour of any Government / local authority, etc., for giving infra-structural services like water, electricity, drainage, roads, accesses, enclosures, etc., with or without benefits to the Allottee /s.
- 5.6) No Waiver in consequence of tolerance of any delay:**
Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as waiver on the part of the Promoters of any breach or non – compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoters.
- 5.7) Promoters' Right of Amalgamation and Subdivision of Said Property / Any Part thereof:**

The Promoters/Owners shall be entitled to amalgamate the Said Plot with any other adjoining Plot and construct new building/s anywhere on the amalgamated and/ or independently on the Said plot as will be allowed under Corporation rules and regulations, in future, by themselves or through their nominees/ assigns/ partners/ in joint venture or any other party utilizing the additional available and unconsumed F.S.I. of the Said Plot including that of the road widening if any or any other allowable floor space in form of T.D.R. etc., and the Promoters are also entitled to sell or dispose off the UNIT etc., therein and / or the FSI/ FAR/ TDR itself in full or in part along with the land /s or any part thereof or transfer the FSI/FAR/TDR from the Said Plot to any other outside property for which the Allottee /s either individually or as the member/s of the Society shall not have any sort of objections whatsoever for such disposal/ construction/ use/ enjoyment/ consumption/ amalgamation/ sub division etc.

- 5.8)** The Promoters at its full discretion shall be entitled to use space of the side margin of the building/s for parking/s purpose etc. and the Promoters shall have right to allot the said parking /s to any Unit allottee /s and the present allottee /s herein agrees that the allottee /s shall not take any objection for the same.

And also the Promoters shall be entitled to use the open space or the Side margin of the building/s for installation of sewage treatment plant as per the rules of Corporation and /or for installation of generator backup system and/or for erection of M.S.E.B meter room/s / Fire Pump room or for transformer room and/ or for underground water tank and /or to make use for seat out purpose of the senior citizens & etc. as they may deem fit and proper and the allottee /s herein agrees that the allottee /s shall have no objection for the same & also the allottee /s have no objection with respect to the change made in the map for the same (if any).

And also the Promoters at its full discretion shall be entitled to change or alter the present drive way, gate, gateways & etc. as he may deem fit & necessary.

- 5.9) Unsold / Unconstructed Units the absolute property of Promoters:**

In the event the Co-operative Society/Condominium and/or Association of Apartments Owners being formed prior to the construction, sale and disposal of all the apartments /units /tenements in the Said Scheme/s,

the rights, interests, entitlements, etc., of the said Condominium/ Society/units holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose of such unconstructed and /or unsold units/tenements/terraces/ parking spaces/ basements/ lofts/ open spaces/ recreation spaces as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Allottee /s that the Promoters shall not be liable and /or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold premises.

5.10) No Grant Demise or Assignment: Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or of the Said Property and building/s or any part thereof.

5.11) The Promoters is aware that the Allottee may obtain loan from financial institutions/ banks and the Promoters has no objection in mortgaging the said Unit to the financial institutions/ bank. Being desirous of purchasing/ acquiring a dwelling in the said project from the said Promoters with financial assistance from financial institutions/ bank, the allottee shall submit loan application to the said organization. In the event of financial institutions/ bank sanctioning/ granting a loan to the Allottee, the Allottee hereby authorize financial institutions/ bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions / bank to the Promoters under the advance disbursement facility (ADF).

The Promoters is aware that the allottee shall obtain loan against said tenement from financial institutions/ bank and the same may be directly paid by said financial institutions/ bank to the Promoters, as and when demanded.

6) RESTRICTIONS TO THE RIGHTS OF THE ALLOTTEE /S AS TO THE TERMS OF THIS AGREEMENT:

6.1) Except the Unit agreed to be sold hereunder, the Allottee /s shall not have any rights whatsoever in and over any areas built – up and/ or open, F.S.I. etc. and the Promoters alone shall have rights to deal with these as they deem fit and proper.

6.2) That the Allottee /s shall not be entitled to make any additions/ alterations in the elevations, exteriors so as to affect the same

6.3) Allottee not to Part with the benefits of this Agreement or Said Unit :

The Allottee /s shall not let, sublet, transfer, assign or part with his /her interest or benefit of this agreement or part with possession of the said until all the dues payable by him /her to the Promoters under this agreement are fully paid up AND only if the Allottee has not been guilty of breach of or non – observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Allottee, his assignee /transferee shall have no legal right to possess the SAID UNIT and to enjoy the benefits of these presents and such transferee/assignee would also be subject to appropriate legal action along with such Allottee.

6.4) Terrace/s, Open Spaces Exclusively allotted/ Sold:

It is also understood and agreed by and between the parties hereto that the terraces, open spaces, abutting the respective Units can be exclusively allotted / sold to any of the Allottee. The said terraces/ open spaces etc. shall not be enclosed by the Allottee.

6.5) Plans and designs in brochures etc. tentative and not enforceable:

It is specifically understood by the Allottee /s that the brochure/s /leaflets published by the Promoters from time to time in respect of the scheme/s are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc., to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided /developed by the Promoters.

7. DELIVERY OF POSSESSION AND TERMS INCIDENTAL THERETO:

- i) The Promoters herein shall complete the construction of the said Unit in all respects on dated **31ST MARCH 2026**. In case the Promoters fails to hand over the possession of the said Unit on dated **31ST MARCH 2026** and provided the allottee does not commit any default in payment of consideration installments then the Promoters shall be liable to pay a penalty equal to monthly rent of the said Unit

from the date of delivery of possession and the date of actual delivery of possession. Thus the condition of payment of penalty/ monthly rent for period of delay shall apply only if the allottee is not defaulter in payment of consideration. After completion of construction in all respects of the accommodation, the Promoters herein shall inform in writing to the Allottee /s that the said Unit is ready for use and occupation and on receipt of such letter the Allottee /s shall inspect the said Unit in all respects and get satisfied himself about the quality etc. of the said Unit. After Allottee/s is/are satisfied herself/himself/ themselves as aforesaid, at his /her /their request, the Promoters herein shall give possession of the said Unit to the Allottee /s AND only if the Allottee /s has not committed any default in payment of consideration in installments and the other dues on their due date respectively to the Promoters as agreed or as mutually revised. Taking of possession of the Unit by the Allottee after completing all the formalities such as, full and final payment, giving indemnity, possession receipt etc., shall mean that he/she/they is/are fully satisfied about all aspects of the Unit and that, he has waived all his complaints etc., if any.

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

This warranty is applicable only if after occupying the Unit the allottee shall maintain the Unit in the same condition as it was handed over to him by the Promoters. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or

due to negligence, with or without the permission of the competent authority and / or society or association / company.

Further, in the following cases where the allottee

- iii) installs air-conditioners on the external walls haphazardly which may destabilize the structure
- iv) allottee and/or its tenants load heavy luggage in the lift,
- v) damage any portion of the neighbor's Unit, or common area by drilling or hammering etc. and
- vi) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be evocable.

Provided that the Promoters herein shall be entitled to the extension of time for completing the construction of the said Unit in all respects after the aforesaid date, if the completion of the building in which the Unit is to be situated is delayed on account of:

- vii) The Allottee /s committing any default in payment of installment as mentioned hereinabove.
- viii) Non - availability of steel, cement or any other building materials, water or electricity supply, labour, proper access, etc.
- ix) War, civil commotion any pandemic or act of God such as floods, earthquake, heavy monsoon etc.
- x) Any notice, order, rules or notification of the government and/ or public or competent authority.
- xi) Delay in grant of any NOC/permissions/licenses/connections/ installation of any services such as lifts, electricity, water connections and meters to the Scheme UNIT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.

The Allottee /s shall take possession of the premises within 15 days from the Promoters giving written notice to the Allottee /s intimating that the said Unit is ready for use and occupation. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable.

Even upon delivery of possession of the Said Unit to the allottee herein, the Promoters shall be entitled, without any permission from the Allottee of organization of unit holders to carry out the balance construction activities upon the Said Property or upon the amalgamated layout of the Said

Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Property for the adjacent unit occupant.

8) RESTRICTIONS AS TO USE OF SAID UNIT PREMISES (SAID PREMISES) BY THE ALLOTTEE:

- 8.1) The Allottee /s shall use the said premises or any part thereof or permit the same to be used for the purpose prescribed under the sanctioned plan and shall not use the said Unit for any purpose other than permitted /sanctioned. He shall not use the garage or parking space for any other purpose than for parking the Allottee's own vehicles. The Allottee shall not construct /put any enclosures to any places in the Unit/ Car Park/ Balconies etc.

To preserve the aesthetics of the elevations of the scheme no allottee of the Unit shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building such air conditioner units may be installed only at the space/s provided therefore by the Promoters.

- 8.2) The Allottee /s shall maintain the premises at his own costs in good repairs and conditions and shall not do or suffer to be done anything in or to the building/s or the premises, staircases or common passages, parking spaces which may be against the rules, of the concerned authority or the organization of the holders in the building/scheme.
- 8.3) The Allottee /s shall not store in the said premises any goods which are of hazardous, combustible, dangerous nature or so heavy as may damage the construction or structure of the building /s or are objected to by the concerned local authority and /or by the Promoters and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the building/s including entrance of the premises and the Allottee/s shall be liable for legal, financial and other consequences of breach of this clause and shall be liable to keep indemnified all who shall suffer from such acts of the Allottee /s.
- 8.4) The Allottee/s shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at anytime make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor make any alterations in the elevation and outside

colour scheme of the said premises and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support, shelter and protect the other parts of the said building /s and shall not chiesel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Promoters;

- 8.5) The Allottee /s shall not do or permit to be done any act or thing, which may render void or voidable any insurance of the said land/s.
- 8.6) The Allottee /s shall not to throw dirt, rubbish, rags, and garbage or permit the same to be thrown from the said premises in the compound or any portion of the land/s and building/s.
- 8.7) That the Allottee shall observe and perform all the rules and regulations, which the Association may adopt at it's inception and the additions, alterations or amendments thereof that may have been made from time to time. The Allottee shall pay and contribute regularly and punctually towards the taxes, maintenance expenses, or other outgoings in accordance with the terms of this agreement.
- 8.8) With a view to maintain the esthetic / beauty of the scheme, the Allottee shall put only particular safety grills for external faces of sliding windows, of such designs as may be approved by the Promoters in writing. As well as the allottee shall put/display their name boards, hoardings etc. only at the space provided by the Promoters for the purpose, accordingly no other signs, boards etc. shall be put/installed anywhere in the premises of the scheme, without prior permission in writing from Promoters.

9. FORMATION OF THE ORGANIZATION OF ALLOTTEE S IN THE BUILDING AND FINAL CONVEYANCE / ASSIGNMENT:

- 9.1) The Allottee /s along with other Allottee s of Unit, other spaces, in the building shall join in forming and registering the Co-operative Housing Society or Association of Apartments as may be deemed fit and proper by the Promoters to be known by such name as the Promoters may decide and the steps for the same being taken by the Promoters, for this purpose he/she shall execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the Association of Apartments or the Co-operative Housing Society, including the

bye – laws of the proposed Association, Co-operative Society as would be decided by the Promoters at their sole discretion and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee /s. No objection shall be taken by the Allottee /s if any changes or modifications are made in the draft bye – laws or the Memorandum and /or Articles of Association, as may be required by the Competent Authority/Owners/ Promoters as the case may be. In the event the Promoters retain, purchase/get allotted any unit, space etc. in the scheme the Promoters and /or their nominees shall also become the member of such organization.

9.2) Final Conveyance in favor of the Organization:

On the completion of the building AND on the Promoters receiving the entire payment /charges /extra items costs /costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Allottee of the units in the Scheme, the Promoters and Owners shall convey the whole scheme or any part thereof to such Association by executing proper conveyance/assignment (as applicable) but always Subject to the rights /entitlements /interests of the Promoters saved and stipulated under these presents. Such conveyance/ assignment deeds etc. shall Always be subject to the rights of the Promoters to continue with the developments of the further part of the building including the rights of access, rights of extensions, rise in number of floors, utilizing existing and future and additional FSI/TDR, rights of using of existing service lines, open spaces, roads and any other common spaces/ areas, recreation spaces and all consequential rights in respect thereof.

9.3) Restriction on the Proposed Organization of the holders

It is also expressly agreed by and between the parties hereto that whenever the Promoters and /or the persons claiming through them, construct building /s on the said site on any portions of the Plots, or any other adjacent Plot, the Association /Society shall accept the Allottee s of Commercial / Residential premises which will be either extension of the said building/s or as an independent unit, as it's member/s.

10. COSTS OF THIS AGREEMENT AND REGISTRATION:

All costs, charges and expenses, including stamp duty, registration charges and out of pocket and other expenses in connection with the preparation and

execution of this agreement as well as of the final conveyance /s and or Assignment of lease or other documents and of the formation, registration or incorporation of the Association of Apartment Owners shall be borne and paid by all the Allottee s of the premises in the said building/s in proportion to the purchase price of their respective premises and / or in proportion to the area of his / her premises with respect to the total area under sale excluding the areas allotted to the Govt., Corporation or Land owners and landlords.

11. Address For Service of Legal Notices and other correspondence etc.:

All notices to be served on the Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee by registered post A. D. or by hand delivery at his /her address as given in the title of this agreement and / or other address as may be provided by the allottee /s in writing from time to time.

12. REPRESENTATIONS ON BEHALF OF THE ALLOTTEE /S:

The Allottee /s hereby irrevocably consent and authorize the Promoters and /or to their agents, nominees, etc., to represent him /her /them in all matters regarding property tax assessments, reassessments before the Authorities and the decisions taken by the Promoters in that regard shall be final and binding on the Allottee /s. The Promoters are also hereby authorized and empowered to represent the Allottee /s in all departments of the Corporation, Collectorate, road, water, building tax assessment departments, Governments and Semi – Govt. departments, M. S. E. D. C. L., etc., and whatever acts, deeds, things and matters done by the Promoters on behalf of the Allottee /s shall stand ratified and confirmed by the Allottee /s. The Allottee /s agree that the decisions taken by the Promoters in these aspects shall be final and binding on the allottee /s.

13. RESERVATION FOR CAR PARKING :

13.1 Allottee has vide request letter dated _____, requested for reservation of one covered/ open/mechanized car parking (the “*car parking*”) to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one car parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy

certificate and exact parking shall be allotted at time of possession on the basis of final plan.

13.2 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.

13.3 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Apartment Allottee of said Apartment.

13.4 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose it in any manner.

13.5 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose

14. SETTLEMENT OF DISPUTE/S:

In case of any dispute arising between the Parties to this Agreement, the matter shall be subject to Court situated at Panvel

15. LAWS APPLICABLE:

This agreement shall always be subject to the provisions of **RERA** and the rules made there under from time to time, as the case may be. Discretion to choose either society or association of apartments as organization of unit holders is and shall always be with Promoters, exclusively.

16. BINDING EFFECT

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

16. **ENTIRE AGREEMENT**

This agreement, along with its schedules and annexure, constitutes the entire contract 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 Unit/plot/building, as case may be.

17. **RIGHT TO AMEND**

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

18. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEE/S**

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

19. **SEVERABILITY**

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

20. **STAMP DUTY AND REGISTRATION FEES**

Any charges towards stamp duty and registration fees payable for this agreement as well a well as on final assignment or any other document in furtherance of this transaction shall be borne by the allottee.

DETAILS OF SCHEDULED AND ANNEXURE TO THIS AGREEMENT

SCHEDULE I	-	SAID PLOT / LAND,
SCHEDULE II	-	SAID SCHEME
SCHEDULE III	-	SAID UNIT/ APARTMENT
SCHEDULE IV	-	SPECIFICATIONS AND AMENITIES
SCHEDULE V	-	COMMON AREAS AND FACILITIES,
SCHEDULE VI	-	LIMITED COMMON AREAS AND FACILITIES.
SCHEDULE VII	-	SCHEDULE OF PAYMENT.

ANNEXURE A	-	INDEX II OF SAID PLOT.
ANNEXURE B	-	COMMENCEMENT CERTIFICATE.
ANNEXURE C	-	TITLE CERTIFICATE.
ANNEXURE D	-	RERA REGISTRATION CERTIFICATE.
ANNEXURE E	-	FLOOR PLAN OF UNIT

SCHEDULE I

All that piece and parcel of land known as **Plot No.21, admeasuring 1576.26 square meters, in Sector - 17, Village New Panvel, Tal. Panvel, Dist. Raigad** or thereabout and bounded that is to say :-

On or towards the North by : 15 METERS WIDE ROAD
On or towards the South by : PLOT NO. 23
On or towards the East by : PLOT NO. 15
On or towards the West by : PLOT NO. 21A
(herein referred to as the "**SAID PLOT**")

SCHEDULE-II
(Said Scheme)

All that piece and parcel of scheme styled as "**SUSHEEL UTKARSH**" having **Ground + 13 floors (with lift)** and proposed **59 (Fifty Nine) residential units and 12 (Twelve) commercial units** allocated against leasehold right in respect of **Schedule-I** property from and out of sanctioned plan/ layout of buildings upon land upon land bearing **Plot No. 21, Sector- 17, admeasuring 1576.26 Sq. mtrs, New Panvel, Taluka Panvel, Dist-Raigad** i.e. **Schedule-I** property.

SCHEDULE-III
(The "Said Unit")

Building	"SUSHEEL UTKARSH"
Flat No.	
Floor	
Carpet Area	_____ Sq. Mtrs.

SCHEDULE – IV
(SCHEDULE OF SPECIFICATIONS AND AMINITIES)

SCHEDULE -V

Common Areas and Facilities -

1. The land under the buildings according to sanctioned layout.
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (Kone/Otis/Omega) in the buildings.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

SCHEDULE VI

Limited Common Areas and Facilities -

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoters at its discretion and as shown in the plan hereto annexed.
3. Covered/Open scooter parks and car parks and terrace on top of building and portions thereof will be allotted to specific unit allottee /s by the Promoters as per their discretion or retained by the Promoters.
4. Terraces adjacent to the terrace Units and above the building shall exclusively belong to such respective Units if so specifically allotted by the Promoters.
5. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
6. Passages and toilets/W.C which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their exclusive or limited common use only as per the discretion and option of Promoters.

SCHEDULE VII
(Schedule of Installment)

Sr. No.	Particulars	Percent
1.	Upon execution of Agreement	10%
2.	Completion Of Plinth	15%
3.	Completion Of 1 st Slab & 2 nd Slab	5%
4.	Completion Of 3 rd Slab & 4 th Slab	5%
5.	Completion Of 5 th Slab & 6 th Slab	5%
6.	Completion Of 7 th Slab & 8 th Slab	5%
7.	Completion Of 9 th Slab & 10 th Slab	10%
8.	Completion Of 11 th Slab & 12 th Slab	5%
9.	Completion Of 13 th Slab & 14 th Slab	5%
10.	On completion of Internal Plaster & Brickwork	10%
11.	On Completion of Tiling & Flooring	10%
12.	On Completion of Doors & Windows	5%
13.	On completion of Lifts, Water Pumps, Electrical Fittings, Paving Etc.	5%
14.	On Possession upon receipt of Occupancy Certificate.	5%
	TOTAL	100%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED BY)
The within named “**Promoter**”)
M/S. OLIVE ENTERPRISES)
(PAN: AAAA08329B))
Through its Members

1. MR. GIRISH JAGDISH KASAT _____

2. MR. SHEETAL PANNALAL BANTHIA _____

3. MR. ASHOK PUKHRAJ KOTARIA

4. MR. MANOJ NANDLAL MUNDRA

5. MR. MAHESH NANDLAL MUNDRA

SIGNED AND DELIVERED

)

By the Within Named "ALLOTTEE"

)

1) _____)

(PAN: _____)

DRAFT

2) _____)

(PAN: _____)

In the presence of

1) _____

2) _____

RECEIPT

RECEIVED of and from the within named ALLOTEE/S, the sum of
RS. _____ (RUPEES _____
_____) being the part/advance/ full payment by CHEQUE /NEFT /RTGS
NO. _____ dated _____ drawn on/ issued by _____
_____ or agreeing to sell **Flat/ Shop/ Office No.** _____ on the
_____ **FLOOR**, in the building to be known as “**SUSHEEL UTKARSH**” being
constructed at **PLOT NO. 21, SECTOR 17, NEW PANVEL, TALUKA PANVEL, DIST-**
RAIGAD.

RS. _____
I SAY RECEIVED

FOR M/S. OLIVE ENTERPRISES