

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Panvel, Navi Mumbai
this ____ day of **March 2019**

BETWEEN

MR. SAJAN MACHINDRA GHARAT (PAN No. _____),
Age ____ years Indian Inhabitant, Residing At- House No. 723, Varche
Owale, Post- Pargaon, Tal. Panvel, Dist. Raigad-410206; hereinafter
called and referred to as **"THE OWNER/ DEVELOPERS"** (which
expression shall unless it be repugnant to the context or meaning
thereof be deemed to include his/her/their respective heirs executors
and administrators and his/her/their permitted assigns) of the ONE
PART.

AND

1) **MR.** _____ (PAN No. : _____)
Age ____ years & 2) **MRS.** _____ (PAN No.
: _____) Age ____ years, Indian Inhabitant, Residing at -

hereinafter called **"THE PURCHASER/S"** (which expression shall
unless it be repugnant to the context or meaning thereof be deemed
to include his/her/their respective heirs executors and
administrators and his/her/their permitted assigns) of the OTHER
PART

WHEREAS :

1. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956 (hereinafter referred to as "The Corporation/ CIDCO") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai- 400 021. The Corporation has been declared as a New Town Development Authority, under the Provisions of Sub. Sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as "the said Act" for the New Town of Navi Mumbai by Government of Maharashtra in exercise of its Powers of the area designated as site for New Town under Sub-Section (1) of Section 113 of the said Act.
2. AND WHEREAS the State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provision of Sec. 113 of the said Act.
3. AND WHEREAS by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off and land acquired by it or vested into it in accordance with the proposal approved by the state Government under the said Act.
4. AND WHEREAS by an Agreement to Lease dated 17/04/2018 executed by the City and Industrial Development Corporation of Maharashtra Ltd. therein and hereinafter referred to as "the Corporation" of the One Part in favour of **MR. SAJAN MACHINDRA GHARAT**, therein referred to as the Original Licensee of Other Part, the Corporation has agreed to Lease to the said Original Licensee, **Plot No. 43A, in Sector No. R5, Node - Pushpak, Vadghar, Taluka Panvel, District Raigad, admeasuring 370 Sq.Mtrs. area**, under 12.5% Scheme (hereinafter for the sake of brevity referred to as "the said Property") more particularly described in the schedule written there under for residential use on lease and on the terms and conditions and at or for a consideration as contained therein. The

said Agreement to Lease dated 17/04/2018, has been registered at the office of Sub-Registrar of Assurances, Panvel vide its Document No. PVL5-4681-2018, dt. 20/04/2018. The Original Licensee paid to the Corporation lease premium and the Corporation handed over the vacant, peaceful possession of the said Plot to **MR. SAJAN MACHINDRA GHARAT** (Owner/ Developers).

5. AND WHEREAS the Owner/ Developers entitled to develop the said Property on the terms and conditions set out in Agreement to Lease dated 17/04/2018.

6. The Corporation by its Letter dated 14/12/2018 granted Development Permission cum Commencement Certificate to Builders and approved plans for the construction of Residential building with Ground Plus Four upper floors, vide its Letter bearing Ref. No. CIDCO/BP-16048/TPO (NM & K)/ 2018/3505.

7. By virtue of said Agreement to Lease **MR. SAJAN MACHINDRA GHARAT**, were in the lawful possession of the said Plot and entitle to develop and construct the residential building (as per plan approved and sanctioned by CIDCO Ltd.) and also entitled to sell Residential Flats of the building to be constructed on the said Plot on ownership basis to any Purchaser/s under Section 11 and other applicable provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

8. The title of the said plot has been investigated by Adv. _____ Advocate who has issued his certificate in respect thereof as per copy annexed hereto. The copies of the plan and specification of the flats agreed to be purchased by the Purchaser/s approved by the concerned local authority have been annexed hereto.

9. The Developer have entered into a standard agreement with an Architect PATIL MITHILESH JANARDAN registered with the council of Architects and such agreement is as per the agreement prescribed by

the council of Architects and structural Engineers for the preparation of the structural design and drawing of the building as well as construction work and the Developer accept the professional supervision of the Architect and structural Engineers for the preparation of the structural design and drawing of the building as well as construction work and the Developer accept the professional supervision of the Architect and the structural engineer till the completion of the building.

10. The Purchaser/s has/have seen the said plot and inspected all the documents relating to the title of the said plot prior to the execution of this Agreement and has/have accepted the same. The Purchaser/s has/have also taken inspection of the said plans for construction of the said building hereinafter referred to as the sanctioned plans and the documents referred to in the above recitals.

11. AND WHEREAS the purchaser/s being interested in purchasing a Flat in the said building on the said plot approached the Developers and on perusal of the plans and specifications he/she/they has/have approved and booked **Flat No. _____**, on **_____ Floor**, in the said building having of **_____ sq.mtr.** Carpet area (which includes F.B., C.B. and Balcony) more particularly in the Second Schedule attached hereto for a lump sum consideration of **Rs. _____/- (Rupees _____ only)**

12. Under section 4 of the said Act the Developer is required to execute a written agreement for sale of the said flat to the Purchaser/s to being in fact these presents and also to register the said agreement under the Registration Act.

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

1. The DEVELOPERS shall construct a Building consisting of Ground and Four upper floors to be called **"SWARAJ APARTMENT"** on the said Plot of Land situated at Pushpak

Vadghar Node, Tal. Panvel, and more particularly described in the schedule hereunder written, in accordance with the plans, designs, specifications amenities seen and approved by flat the Purchaser/s with such variations and modifications as the DEVELOPERS may consider necessary or may be required by any public body or local authority to be made in them or any of them and may be approved by the CIDCO.

2. The purchaser/s has/have prior to the execution of this agreement satisfied himself/ herself/ themselves about the marketable title of the DEVELOPERS to the said land and shall not be entitled to investigate the title of the owner/s licensees and no requisitions or objection shall be raised on any matter relating thereto. The Purchaser (s) has/have examined the title of the Builders/ Developers for the said plot and has/have satisfied himself/ herself /themselves about the same.

3. The purchaser/s hereby agrees to purchase from the DEVELOPERS and the DEVELOPERS hereby agrees to sell the purchaser/s the residential flat/commercial premise (hereinafter referred as the "SAID PREMISES") **Flat No.** _____, on _____ **Floor**, in the said building having of _____ **sq.mtr.** Carpet area in the building "**SWARAJ APARTMENT**" as shown in the floor plan annexed and marked hereto at the total price of **Rs.** _____ **/- (Rupees _____ only)**

4. The purchaser/s pay the total price of the said Flat is as follows:

SCHEDULE OF PAYMENTS

(1)	On Commencement of footing	20%	Rs.
(2)	On Commencement of Plinth	15%	Rs.
(3)	On Commencement of 1 st Slab.	12%	Rs.
(4)	On Commencement of 2 nd Slab.	10%	Rs.
(5)	On Commencement of 3 rd Slab.	10%	Rs.
(6)	On Commencement of 4 th Slab.	10%	Rs.
(7)	On Commencement of Brick work & Plaster	10%	Rs.
(8)	On Commencement of Flooring & Electric Work	10%	Rs.
(10)	On or before possession	03%	Rs.

Total 100% Rs.

The PURCHASER/S have paid to the Developers of Rs. _____/- (Rupees _____ Only) as a Part Payment, receipts whereof the Vendor doth hereby admit and acknowledge and remaining consideration amount of Rs. _____/- (Rupees _____ Only) will be paid after sanction loan from Bank or any other financial institution.

In respect of the payment of each installment, the Developers will pass separate receipts and such receipt alone shall be treated as the evidence of such payment. The sale price mentioned hereinabove is on lump-sum consideration basis. The purchaser/s shall not be entitled at any time to make or raise any dispute relating the said sale price or correlate the same with the aggregate area of the premises as shown in the plan hereto annexed.

5) It is expressly agreed that the time for the payment of each of the aforesaid installment of the purchase price shall be essence of the contract. In the event of the purchaser/s making any default in payment of any one of the aforesaid installments of the purchase price on the dues dates and the other amounts payable hereunder whether formally demanded or no and /or committing breach of any of the terms and conditions herein contained, the DEVELOPERS shall be entitled to terminate this agreement and forfeit the earnest money deposited paid by the purchaser towards the purchase price hereunder and to sell the premises agreed to be sold to the new purchaser or to any other party as the DEVELOPERS may deem fit, and the purchaser/s will have no right or claim whatsoever on the said premises and/or against the DEVELOPERS and/or the new purchaser thereof.

Provided always that the power of termination as aforesaid shall not be exercised unless and until the DEVELOPERS shall have given to the purchaser fifteen (15) days prior notice in writing of the intention to terminate this agreement and there by giving a reasonable opportunity to the purchaser/s for

remedying such breach or breaches. Any delay by the DEVELOPERS in enforcing the terms of this agreement or any forbearance or giving of time of the purchaser/s for making the payments to the DEVELOPERS shall not be construed as a waiver on the part of the DEVELOPERS of any breach or non-compliance of any of the terms and conditions of the DEVELOPERS or any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the DEVELOPERS.

Provided further that upon termination of this agreement as aforesaid, the DEVELOPERS at his own wish refund to the purchaser/s the installments of purchase price of the premises which may till then have been paid by the purchaser/s to the DEVELOPERS, only after the sale been paid by the purchaser/s to the DEVELOPERS, only after the sale of flats/ shop to the another purchaser/s to the DEVELOPERS, only after the sale of flat to another flat /shop purchaser/s as & when received from new purchaser/s, after deducting the earnest money deposit, & any expenses & /or fees & /or any charges against cancellation of this agreement and the DEVELOPERS shall not be liable to pay to the purchaser/s any interest on the amount so refunded upon termination of this agreement and refund of the aforesaid amount by the DEVELOPERS after deducting the sundry expenses & legal charges from the amount already paid by the defaulting purchaser/s, the DEVELOPERS shall be at liberty to dispose of and sell the said premises to such person and at such price as the DEVELOPERS may in its absolute discretion think fit.

6) Without prejudice to their rights under this agreement and/or in law, the DEVELOPERS shall be entitled to claim and the purchaser/s shall be liable to pay to the DEVELOPERS interest at the rate 24% per annum, on all such amounts which become due, and payable by the purchaser/s under this agreement and remain unpaid for fifteen days or more after becoming due and irrespective of whether formally demanded or

not. The DEVELOPERS shall in respect of any amount remaining unpaid by the purchaser/s under this agreement, shall have a first lien and charge on the said premises agreed to be acquired by the flat purchase/s.

7) The DEVELOPERS shall give the possession of the said premises to the purchaser/s within 12 months from the date of Agreement for sale, subject however, to the availability of cement, steel, water, electricity and other building materials and subject to occupation permission of CIDCO and also subject to prompt and timely payment of purchase price installments by all the flat/shop purchaser/s as well as subject to any act of God and or act of state and/or any other reasons beyond the control of the DEVELOPERS and also subject to the operation of force major. If the CIDCO/CORPRATION permits in future, part occupation on floor wise basis, the DEVELOPERS may offer possession of constructed floors earlier also. The DEVELOPERS shall not incur any liability or be responsible if the said premises are not delivered on the date aforesaid, if it is delayed for any of the reasons aforesaid or by reason of war, commotions, or any act of God, or any act of state or force major or for any reason beyond control of the DEVELOPERS or if due to any situate, notice, rule, order or notification of any Government & /or Non-Government & /or any other public body or authority, they shall be entitled to an extension of a reasonable time of minimum 6 months for completing construction of the proposed building and for putting the flat purchaser into possession of his/her flat.

8) The fixture, fittings and amenities to be provided by the DEVELOPERS in the said buildings and the premises written hereunder and the purchaser/s has/have satisfied himself/herself/themselves about the same.

9) The purchaser/s shall have no claim, save and except in respect of the particular premises hereby agreed to be acquired, i.e. all open spaces, un allotted spaces, stilt area flats/commercial premises/ shops/garages/lobbies/ staircases/

terrace/ parking spaces/gardens/ hoarding etc. will remain the property of the DEVELOPERS until the whole property and/or any part thereof is transferred to the society as hereinafter mentioned but subject to the rights reserved to the DEVELOPERS under this agreement.

10) a) The DEVELOPERS shall be entitled to construct terrace houses, along with one or more terraces and shall be entitled to sell on ownership basis and/or otherwise dispose of the same. The DEVELOPERS shall also be free and entitled to sell, allot or otherwise dispose off the stilt areas and /or open parking spaces. The purchaser/s and/or the purchaser/s of other premises shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to use of such terraces or open spaces or stilt areas or parking spaces sold and/or allotted by the DEVELOPERS to the purchaser/s of such premises unless the purchaser himself/ herself /themselves is/are such purchaser. The purchaser/s of such premises shall be exclusively entitled to the use of the said area sold and/or allotted to him/her/them.

b) The DEVELOPERS shall be entitled to sell or otherwise dispose of the right to the terrace or terraces of the building for the purpose of creation of advertisement/s hoardings or any other use permissible by law without any objections whatsoever from the purchaser/s upto time period of 1 year after formation of society so long as the means of access available to the society for approaching the water tank. The DEVELOPERS shall also be entitled to sell or otherwise dispose of the right to the terrace attached to any flat/s shop /commercial premises /shops to the purchaser/s of flat adjoining the terrace subject to the said right of the society for approaching the water tank.

11) The DEVELOPERS shall have right to make additions and/or alterations and raise horizontally or vertically or put up additional structures/ floors as may be permitted by the CIDCO and other competent authorities. If any portion of the said lands

and/or the said property is acquired or notified to be acquired by the Government, or any other public body or authority, the DEVELOPERS shall be entitled to receive all the benefits in respect, thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. The DEVELOPERS shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the CIDCO or any other local body or concerned authority on the said plot of land and/or property for any reason whatsoever, including structures and stores will be the sole property of the DEVELOPERS who will be entitled to dispose it of in any way they choose and purchaser/s hereby irrevocable consents to the same. Under the circumstances aforesaid, the purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the said premises agreed to be acquired by him/her /them and/or to any compensation or damages, on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the land is allowed to the DEVELOPERS and/or consume the balance F.S.I. and /or additional F.S.I. of any other property whatsoever, and/or the purchaser/s and/or the Society or the Association of Apartment Owners and/or the Limited Company shall not be entitled to claim any share, right, title or interest in such F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the DEVELOPERS in any manner they choose, and also they shall give permission to new flat purchaser to be a member of Society/ Apartment/ Limited company without charging any cost, charges, fees etc.

If at any time in future due to the change in the Government rules the total area of flat or shop increases then the area mentioned in sanction plan, in such condition the developer will have the right to claim from the purchaser/s the price of such a increased area and all the expenses necessary for the

executing & registering Rectification Deed regarding the changed area will be paid by the purchaser/s.

12) The DEVELOPERS or any person nominated by the DEVELOPERS or the persons to whom the rights and benefits conferred under the clause herein before mentioned are assigned, shall have absolute right to make additions, alterations, raise stores or put up additional structures as may be permitted by the CIDCO and other competent authorities. Such additions, alterations, structures and stores will be the sole property of the DEVELOPERS its nominee or assignee s the case may by, who will be entitled to dispose of the same in any way they choose and the purchaser/s hereby consents to the same. The terrace of the building till the same is/are allotted to any purchaser/s and/or agreed to be sold, as also the parapet walls shall be the property of the DEVELOPERS or its nominee or assignee and the DEVELOPERS or its nominee or assignee shall also be entitled to display advertisements on or over the walls, on or over the terrace as well as on any portion of the said building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The Agreement with the purchaser and all other purchaser/s of the other premises in the said building shall be subject to the aforesaid rights of the DEVELOPERS or its nominee or assignee who shall be entitled to sue the terrace therein as well as the said lands, and other purchaser/s including the purchaser/s herein shall not be entitled to any abatement or reduction or concession in the price or the premises agreed to be acquired by the him on the ground of inconvenience or any other ground whatsoever. The DEVELOPERS shall be entitled to either nominate any other person to obtain the benefits, rights and interest in favour of any other person.

to the DEVELOPERS. The possession of the said premises may be offered and/or given earlier, if requested by the purchaser/s, before receiving the occupation certificate to enable the purchaser/s to decorate the same internally or otherwise, provided however that the purchaser/s has/have first paid full consideration herein mentioned and all other amounts payable hereunder to DEVELOPERS provided further that he/she/they shall not be entitled to use and occupy the said premises till the occupation certificate from the CIDCO and/or other necessary consents from other concerned authorities are obtained/received. The Purchaser shall take possession of the said premises within fifteen days of the DEVELOPERS giving written notice to the purchaser offering the possession and/or intimating that the same is ready for use and occupation, time being the essence.

17) In case of ready possession i.e. flat is ready for occupation the flat purchaser shall be solely responsible for the upkeep & maintenance of his/her flat and amenities and facilities and fixtures etc. and shall jointly responsible with the other purchasers of flats for the upkeep and maintenance of the entire building and all common areas & facilities and amenities provided thereto from the date of allotment letter or agreement date whichever is earlier. In other case the effective date for upkeep & maintenance of his/or flat & amenities & facilities & fixtures etc. & of the entire building & all common areas facilities & amenities provided thereto will be the date of possession letter offered by the DEVELOPER to the flat purchaser. The purchaser/s hereby agrees to contribute and pay his/her/their actual proportionate share towards water charges, sweeper charges, common electrical bill, watchmen salary, tax, service charges, insurance premium and out goings including maintenance charges in respect of the said premises to the DEVELOPERS & /or committee from by DEVELOPERS on or before 5th day of each month in advance, such share to be determined by the DEVELOPERS with regards to the each flat/open space/ terrace/ parking space. Such amount will be

Association of Apartment Owners or Limited Company. Such conveyance as also the rules of the Co-operative Housing Society or Association of Apartment Owners or Limited Company may adopt at its inception and the regulations and bye-laws of the proposed Co-operative Housing Society or Association of Apartment Owners or Limited Company shall be prepared and/or approved by the advocates of the DEVELOPERS and all costs, transfer charges and expenses including professional cost of the advocates of the DEVELOPERS and in connection with the formation of a Co-operative Housing Society or Association of Apartment Owners or Limited Company and the stamp and registration charges and all other incidental charges of the said conveyance shall be borne by all the purchaser/s and/or members of such Co-operative Housing Society and/or Association of Apartment Owners or Limited Company. It is made clear that the DEVELOPERS shall not be liable to pay any stamp duty or registration charges in respect of the conveyance lease deed of the said plot of land and building in favour of the said Society or Association of Apartment Owners or Limited Company as aforesaid.

21) In the event of the Co-operative Housing Society or Association of Apartment Owners or Limited Company being formed and registered before the sale and disposal by the DEVELOPERS of all the flats/shops and other premises in the said building the power and the authority of the Co-operative Housing Society or of such Association or Limited Company of the purchaser of premises shall be subject to the over all authority and control of the DEVELOPERS over any or all of the matters concerning the said buildings and in particular the DEVELOPERS shall have absolute authority and control as regards the unsold flats/ portions and other have absolute authority and control as regards the unsold flats/portions and other premises and the disposal thereof. And DEVELOPERS not require any permissions/ NOC to sell the unsold flats/portion & other premises to any purchaser from Co-operative Housing

addition in or to the building in which the flat is situated and in the flat itself any part thereof.

- b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the Breach.
- c) To carry at his own cost all internal repairs to the said flat and maintain the said flat in the same conditions, state and order in which it was delivered by the DEVELOPER to the purchaser/s and shall not do or cause to be done anything in or to the building in which the said flat is situated or the said flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the purchaser/s committing any act in contravention of the above provision, the purchaser/s shall be responsible and liable for the consequences, thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said flat or any part thereof, now at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains, pipes, in the said flat and appurtenances

all the dues payable by the Purchaser to the DEVELOPER under this Agreement are fully paid up and only if the purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the purchaser/s has/have intimated in writing of the DEVELOPERS. In case of society is not formed, the purchaser/s shall require NOC from Developers to sell his/her flat.

- j) The purchaser/s shall observe and perform all the rules regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said flat therein and for the observance and performance of the building Rules, regulations and Bye-laws for the time being the concerned local authority and of Government and other public bodies. The purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society Limited Company regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.
- k) The purchaser/s shall permit the DEVELOPER and their surveyors and agents, with or without workmen and other as all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.
- 23) The purchaser/s shall use the said premises of the flat as residence /commercial premises only, as the case may be, and in case of car parking/garage space, for parking of motor vehicle only and in case of any other purposes as may be authorized by the DEVELOPERS in writing and as may be permissible by law and/or CIDCO or any other concerned

- (i) Until all the dues payable by him/her/them to the DEVELOPERS under this agreement are first fully paid up.
- (ii) Only if the purchaser/s has/have not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement.
- (iii) Until he/she/they obtain prior consent of the DEVELOPERS in writing.

28) The purchaser/s and the person to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such act, deeds and things as the DEVELOPERS and/or the Co-operative Housing Society and/or Association of Apartment Owner and/or Limited Company may require for safeguarding the interests of the DEVELOPERS and/or the Co-operative Housing Society and/or Association of Apartment Owners and/or Limited Company, and/or of the purchaser/s in the said building.

29) a) The purchaser/s shall carry out –all internal repairs of his/her premises agreed to be acquired by his/her cost and maintain it in the same condition, stage and other in which it is delivered to him/her at his/her/their own cost and that he/she/they shall not do or suffer to be done, anything in or to the said building or the said flat which may be against the rules and regulations and bye-laws of the CIDCO and/or other public authorities and he/she/they alone shall be responsible to the CIDCO and/or other public authorities for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

b) The purchaser/s shall not at anytime demolish or cause to be demolished the said premises or any part thereof agreed to be acquired by him nor shall at anytime make or cause to be made any addition or alteration of whatsoever nature to the said

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of a plot of land bearing Plot No. 121, Sector No. R2, total admeasuring area 220 sq.mtr. lying and being at Node – Pushpak Vadghar, Tal. Panvel, Dist. Raigad, Navi Mumbai 12.5% Scheme and bounded that is to say ;

On or towards the North By :

On or towards the South By :

On or towards the East By :

On or towards the West By :

THE SECOND SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of premises bearing **Flat No. _____** on _____ Floor, area _____ sq.mtr. Carpet area in the building **“SWARAJ APARTMENT”** constructed on Plot No. 43A at Sector No. R5, of Pushpak Vadghar, Tal. Panvel, Dist. Raigad.

IN WITNESS WHEREOF the Parties hereto have hereunto set
and subscribed their respective hands and seal the day and the year
first hereinabove written:

SIGNED AND DELIVERED by the
withinnamed "OWNER/DEVELOPER"
MR. SAJAN MACHINDRA GHARAT _____

In the presence of

1.

2.

SIGNED AND DELIVERED by the
withinnamed PURCHASER /S
MR _____

MRS _____

In the presence of :

1.

2.

RECEIPT

Received a sum of Rs. _____/- (Rupees
 _____ Only) from within named flat /shop
 purchaser/s paid by cash/ cheques being advance & earnest deposit
 and part payment towards the state price in receipt of **Flat No.**
 _____ on _____ Floor, area _____ sq.mtr. Carpet area in the
 building "**SWARAJ APARTMENT**" constructed on Plot No. 43A at
 Sector No. R5, of Pushpak Vadghar, Tal. Panvel, Dist. Raigad as
 agreed under these presents.

Amount Rs.	Cheque No.	Date	Bank Name

I SAY RECEIVED

Rs. _____/-

MR. SAJAN MACHINDRA GHARAT
 Owner/ Developers

Witnesses:

1)

2)

ANNEXURE "C"
AMENITIES & SPECIFICATION OF FLAT

1. Vitrified & /or other similar type of flooring tiles.
2. Granite kitchen platform with S. S. Sink
3. Glazed tiles in bath & W.C.
4. Concealed copper wiring with superior quality switches.
5. Concealed plumbing with good quality C. P. fittings.
6. Powder coated aluminum sliding windows.
7. Decorative main door.
8. Acrylic paint for outside.
9. OBD in internal wall.