

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Panvel

On this ____ Day of _____ in the Year 2021;

BETWEEN

M/S. IDEAL BUILDER, PAN: AAJFI0741H, a Partnership Firm having office at Plot No. 127, Sector R2, Pushpak Vadghar, PIN 410206, Tal Panvel. 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) MR. _____, PAN: _____, Age ____ years,
 2) MR. _____, PAN: _____, Age ____ years,
 R/o. _____,

hereinafter collectively referred to as "THE ALLOTTEE/S" (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 SECOND PART;**

AND

1) **MR. SANJAY SUKIR KENI,** Age - 38 years, PAN: BGEPK6069G,
 2) **MRS. SHARADA RAJENDRA PATIL,** Age - 40 years, PAN: CQEPP8777R,
 3) **MR. SADASHIV SUKIR KENI,** Age - 47 years, PAN: ALSPK4864B,
 Residing at Flat No. 901, Neel Ashima, Plot No. 15, Sector No 2A, Karanjade, Panvel.
 4) **MR. SACHIN SUKIR KENI,** Age - 37 years, PAN: BTQPK0497K,
 No. 1, 2 & 4 Residing at Madhalpada, Chinchpada, Vadghar, Tal. Panvel, Dist. Raigad,
 Through POA 1) **Mr. Ibrahim Tahir Ahmed Patel,** 2) **Mr. Majid Haroon Patel,**
 Partner of **M/S. IDEAL BUILDER, PAN: AAJFI0741H** a partnership firm, having office at Plot No. 127, Sector R2, Pushpak Vadaghar, 410206, Tal Panvel. Hereinafter collectively referred to as "**THE LEASE-OWNERS/CONFIRMING PARTY**" (which expression shall, unless contrary to the context or meaning thereof, mean and include their heirs and legal representatives and assigns) **OF THE THIRD PART;**

WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as “**THE CORPORATION**”) and 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 provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as “**THE SAID ACT**”) for the New Town of Navi-Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

AND WHEREAS the state Government has acquired land within the delineated area of Navi-Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.

AND WHEREAS the Corporation as a part of the development of Navi Mumbai, has decided to establish international airport namely "**Navi Mumbai International Airport**" with the approval of the State and Central Government (hereinafter referred to as the "**Project**" which includes development of land for the purposes allied thereto).

AND WHEREAS except for land(s) already in possession of the Corporation, the remaining private lands required for the “Said Project” were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act 1894 (herein after referred to as the **L.A. Act 1894**) by the State Government.

AND WHEREAS The **Right to Fair compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act 2013** (hereinafter referred to as the “**LARR ACT 2013**”) came in to force w.e.f. **01.01.2014** replacing the old L.A. ACT 1894 award under Section 11 of the L.A. Act 1894 have not been declared for certain lands as on **01/01/2014** therefore as per the LARR Act 2013 the determination of compensation per such lands shall be conformity with the LARR Act 2013.

AND WHEREAS pursuant to section 108 (1) and 108(2) of the LARR Act 2013 the State Government vide Govt. Resolution Urban Development Dept. No. Cid-1812/CR-274/UD-10 dtd 1st March 2014 (hereinafter referred to as the **G.R. dated 01.03.2014**) has in lieu of monetary compensation provided for higher and better compensation in the form of developed plots to the land owners whose lands are to be acquired for the project. Accordingly, the Corporation is obliged to allot a plot to the owner concerned if he/she/they opted for compensation in the form developed plot in lieu of monetary compensation.

AND WHEREAS there were some structures erected on the land already acquired and in possession of the Corporation. These structures were also required to be shifted due to said project. The State Government vides **Govt. Resolution of Urban Development Department no. CID/1812/CR/274/UD-10 dated 28/05/2014 (hereinafter referred to as the G.R. dated 28/05/2014)** has taken decision to grant plots and other benefits to the concerned structure owners for their resettlement as a special case in accordance with the **Government resolution revenue or forest department no. RPA/2014/CR-52/R-5 dated 25/06/2014**. The district rehabilitation officer has been authorized to determine the eligibility of the structure owners whose structure are situated on the land possessed by Corporation and required to be sifted as stated herein above with the approval of the Collector Raigad as per G.R dated 25/06/2014. The plot are to be allotted by the Corporation as per the applicable provision of **G.R. dated 01.03.2014 G.R. dated 28.05.2014** and as per circular issued by the Corporation bearing no **CIDCO/ Vya.Sa./ Aa.Vi.Ta./ 2014 dated 19.09.2014** and determined by the District Rehabilitation Officer Raigad with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition) as the case may be.

AND WHEREAS Lease-Owners/ Confirming Party were having structure at **Village Vadghar, Tal. Panvel** which were required to be shifted due to development of the said project. The Collector Raigad determined eligibility of **Lease-Owners/ Confirming Party** for grant of a plot for resettlement and other benefits as per Govt. Resolution hereinabove mentioned. Accordingly the Corporation by letter of allotment dated 07/05/2017 has allotted **Plot No. 127, admeasuring 560 square meters, in Sector No. R-2, Village Pushpak Vadghar** in the name of **Lease-Owners/ Confirming Party**.

AND WHEREAS in furtherance of said allotment letter by an **Agreement to lease dated 11/05/2018** executed between The Corporation as one part and **Lease-Owners/ Confirming Party** of the other part, **Said Plot** was allotted by the Corporation to the said **Lease-Owners/ Confirming Party** on long lease more particularly described in the **Schedule-I** hereunder written and the possession was handed over to **Lease-Owners/ Confirming Party** on terms and conditions contained in the said agreement. Said Agreement to Lease is registered with **Sub-Registrar Panvel-4 on 11/05/2018 at serial No. PWL4-6104/2018**.

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 Lease-Owners or their transferee granting the lease of the Plot for a period of 60 (sixty) years from the date of Agreement to Lease in due course.

AND WHEREAS the **Lease-Owners/Confirming Party** are holding the said plot on long lease and the **Lease-Owners/ Confirming Party** have entered into **Development Agreement** with respect of **said plot** with the Promoter for developing the same upon terms and conditions mentioned therein. That said **Development agreement** is registered with **Sub-Registrar Panvel-2, on 18/11/2021 at Serial No. PWL2-15982/2021**. In view of registered **Development agreement**, the Developer have right to develop the said plot.

AND WHEREAS in furtherance of the said development agreement the said **Lease-Owners/ Confirming Party** on **18/11/2021** have executed a Power of Attorney in favour of the Promoter. That said Power of Attorney is registered with **Sub-Registrar Panvel-2 on 18/22/2021 at serial No. PWL2-15984/2021**.

AND WHEREAS the **Lease-Owners/Confirming Party** had applied for permission for Development from the Corporation and has obtained development permission vide **Commencement Certificate dt. 01/04/2021 bearing Reference No. CIDCO/BP-17471/TPO(NM & K)/2020/7769** the Town Planning Department of the Corporation, has granted development permission and commencement certificate for construction of building **(Ground + 06 floors) having 29 residential premises and 4 commercial units** under the section 45 of the Maharashtra Regional Town Planning Act, 1966. A copy of the same is annexed here with.

AND WHEREAS thus the Promoters decided to implement the scheme of development and sale of units of their share as per development agreement, thereon under the name and style as **"RADHA NIWAS"** (hereinafter referred as the **"Said Scheme"** and described in **‘Schedule-II’** hereunder).

AND WHEREAS Promoters has entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS Promoters has appointed Structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;

AND WHEREAS the Promoters has obtained the title certificate in respect of the said Property and the said Scheme thereon, from the advocate **Mr. S. M. Lad, Panvel**, Copy is annexed herewith.

AND WHEREAS the Promoters have registered the project under the provisions of the Act with Real Estate (Regulation & Development) Act 2016 with the Real Estate Regulation Authority Ref No. _____ date _____.

AND WHEREAS thus the Promoters, herein, is absolutely entitled to implement the said Scheme and to sell the proposed units of their share to prospective Purchasers as per development agreement on ownership basis;

AND WHEREAS the allottee herein being desirous of purchasing an Unit, applied to the Promoters for allotment of a residential/commercial unit (herein after referred to as "**The Said Unit**") in the scheme/ project known as "**RADHA NIWAS**" to be constructed according to sanctioned building plans;

AND WHEREAS the allottees has/ have been shown the actual location of the Said Property, the allottee/s has/ have also taken the inspection of all the documents of title such as letter of allotment issued by the Corporation, title documents, search and title report, specifications, plans and designs prepared by the Architect and sanctioned by the Town Planning Department of the Corporation and such other documents as contemplated under the provisions of the RERA (hereinafter referred to as the '**Said Act**') and Rules there under);

AND WHEREAS the allottee /s has/ have independently carried out investigation of title to the Said Property through advocate and has/have satisfied himself/themselves about the marketability of title to the Said Property,

AND WHEREAS the Promoters also showed the building plans of the construction to the Allottee/s and the Allottee/s were also expressly given to understand that the Promoters may amend, revise and alter the building layout/building plans from time to time in respect of tenements, spaces, users, areas to suit the Promoter's requirements and in spite of the same and having irrevocably consented thereto, the Allottee/s applied to the Promoters for the purchase/allotment of the Unit in the Said Scheme for the consideration, by abiding the terms, mentioned hereunder, the Promoters agreed therefore;

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

AND WHEREAS relying on the Allottee'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 Allottee, herein, agreed to purchase a unit in the said Scheme (described in **Schedule-III** hereunder and is more particularly shown delineated and demarcated in **Red** colour in is annexed hereto), at or for mutually concluded and agreed lump sum consideration as detailed hereunder excluding expenses for the stamp duty, registration fees, GST or such other charges payable by Allottee to Real Estate Regulatory Authority or any other taxes and or charges levied which shall be paid by allottee separately. The sale of the said unit is on the basis of carpet area only. The Allottee is aware that due to 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 Promoters has agreed to provide the amenities, common areas, facilities Internal Development Works and External Development Works in the said Project which are more particularly described in the **Schedule IV** written hereto. The allottee agrees not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

AND WHEREAS it is also expressly given to understand to the allottee that the Promoters may raise the project finance in future and in such event shall obtain no objection of the bank for present concluded agreement.

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 UNIT/ APARTMENT/ SHOP in the said Scheme "**RADHA NIWAS**" (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 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** and the Promoters have agreed to provide specifications in the said Unit which are more particularly described in the **Schedule IV** hereto. There is no sale of any car park area and all the allottee shall mutually allocate the parking lots and all the matters concerning the same shall be dealt with by the organization of unit holders in the scheme.

2. Payment:

The allottee has by way of earnest money paid to the Promoters a sum of Rs. _____/- (not more than 10% of total price of the said Unit) prior to the execution of this agreement.

2.1) Manner of Payment:

That the allottee /s shall pay the above mentioned balance amount of consideration of Rs. _____/- (Rs. _____ only) as detailed in **Schedule VII** of this agreement.

It is made clear 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. 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 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

6.4) 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.

6.5) 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.

6.6) 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 **dt. 31/03/2023**. In case the Promoters fails to hand over the possession of the said Unit on **dt. 31/03/2023** 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

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

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:

- i) The Allottee/s committing any default in payment of installment as mentioned hereinabove.
- ii) Non - availability of steel, cement or any other building materials, water or electricity supply, labour, proper access, etc.
- iii) War, civil commotion any pandemic or act of God such as floods, earthquake, heavy monsoon etc.

- iv) Any notice, order, rules or notification of the government and/ or public or competent authority.
- v) 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 Favour 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 conveyance /s 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.

11.2) 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.

12. 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.

14. 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.

15. 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 the 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 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 I	–	Commencement Certificate
Annexure II	–	Title Certificate issued by Advocate
Annexure III	–	Letter of allotment of plot
Annexure IV	–	Floor Plan of Unit

THE SCHEDULE I

SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land known as **Plot No. 127, admeasuring 560 square meters, in Sector No. R-2, Village Pushpak Vadghar**, 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. 119, 120 o 121
On or towards the East by	:	Plot No. 126
On or towards the West by	:	Plot No. 128

(herein referred to as the "**Said property**")

SCHEDULE-II
(Said Scheme)

All that piece and parcel of scheme styled as "**RADHA NIWAS**" having **Ground + 6 floors (with lift)** and proposed **29 (Twenty Nine) residential units and 4 (Four) 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. 127, Sector-R-2, admeasuring 560 Sq. mtrs, Pushpak Vadghar, Taluka Panvel, Dist-Raigad** i.e. **Schedule-I** property.

SCHEDULE-III
(The "**said Unit**")

Building	"RADHA NIWAS"
Unit No.	
Floor	
Area	
Designation	Area in Sq. Mtrs.
Carpet	_____ Sq. Mtrs.

SCHEDULE – IV
(**SCHEDULE OF SPECIFICATIONS AND AMINITIES**)

Flooring	Vitrified flooring in all rooms
Kitchen	Anti skid tiles
	Granite kitchen platform with branded S.S. sink
	Wall tiles above platform
	Water Purified Provision
	Exhaust Fan Provision
Paints	Internal walls with plastic emulsion paint
	Acrylic emulsion on external walls
Bath & WC	Designer bathroom with branded sanitary ware
	Concealed plumbing with CP fittings
	Wall tiles up to door levels
	Geyser Point Provision
	Exhaust Fan Provision
Doors & Windows	Decorative laminated flush main & internal door with wooden frame
	Good quality brass fixtures and fittings
	Decorative laminated flush bath &
	WC door with Granite molding frame
Electrical	Provision for Inverter in the Flat
	Concealed copper wiring and branded electrical fittings
	Modular switches
	TV points in living
	MCB and ELCB's

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 (Standard) 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 parking and car parking 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.s 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)

No.	Particulars	Percent	Amount
01	EMD at the time of booking	10%	
02	Upon execution of Agreement	10%	
03	Completion Of Plinth	07%	
04	Completion Of 1 st Slab	07%	
05	Completion Of 2 nd Slab	07%	
06	Completion Of 3 rd Slab	07%	
07	Completion Of 4 th Slab	07%	
08	Completion Of 5 th Slab	07%	
09	Completion Of 6 th Slab	07%	
10	Completion Of 7 th Slab	06%	
11	On completion of Walls, Internal Plaster, floorings, doors	05%	
12	On completion of Sanitary fittings, staircases, lobbies	05%	
13	On completion of External plumbing external plaster etc.	05%	
14	On completion of lifts, water pumps, electrical fittings.	05%	
15	On Possession upon receipt of Occupancy Certificate.	05%	
Total		100%	

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON
THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.**

SIGNED AND DELIVERED BY
THE WITHINNAMED PROMOTERS
M/S. IDEAL DEVELOPMENT
PAN: AAJFI0741H
Through its Partners

1) Mr. Ibrahim Tahir Ahmed Patel

2) Mr. Majid Haroon Patel

in the presence of

1) _____

2) _____

SIGNED AND SEALED DELIVERED BY
THE WITHINNAMED ALLOTTEE

1) _____
PAN: _____

2) _____
PAN: _____

in the presence of

1) _____

2) _____

SIGNED AND SEALED DELIVERED BY
THE WITHINNAMED LEASE-OWNERS/
CONFIRMING PARTY

- 1) MR. SANJAY SUKIR KENI,
- 2) SMT. SHARADA RAJENDRA PATIL,
- 3) MR. SADASHIV SUKIR KENI,
- 4) MR. SANJAY SUKIR KENI,

Through POA **M/S. IDEAL Builder** through its Partner

1) Mr. Ibrahim Tahir Ahmed Patel,

2) Mr. Maid Haroon Patel

in the presence of

1) _____

2) _____

(Promoters)

(Allottee s)

(Lease-Owner/Confirming Party)

R E C E I P T

Received with thanks from the within named allottee **MR.** _____

a sum of Rs. _____ (Rupees: _____ Only)

by cheque towards part payment of consideration amount for purchase of said Unit in building "**RADHA NIWAS**" constructed on **Plot No. 127, Sector-R-2, admeasuring 560 Sq. mtrs, Pushpak Vadghar, Taluka Panvel, Dist-Raigad.**

I say Received

Promoters