

AGREEMENT FOR SALE

This Agreement for sale is made and executed at [●] on [●] day of [●] 2018

BETWEEN

M/S. OMKARESH INFRATECH LLP, a registered limited liability partnership firm, (**PAN:AAFF05488F**), having its registered office address at 507, Bhoomi Landmark, Plot No- 34 & 34A Sector-17, Khanda Colony, Panvel (W), Navi Mumbai- 410206 through its authorised partner **SHRI MANOJ AGARWAL** (the “**Promoter**”)(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 of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the **ONE PART**;

AND

Shri _____, individual aged about _____ years (PAN No. _____), residing at _____, (the “**Allottee**”) (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the **OTHER PART**.

(Party of One Part and Party of Other Part are collectively hereinafter referred to as “**Parties**”)

WHEREAS:

- A. Vide Sale deed dated 13.10.2017, Promoter is the absolute owner of and in possession of all that piece and parcel of land bearing Survey no. 111/14 area admeasuring 900sq.mtrs, Survey No. 111/15/2 area admeasuring 1000 sq.mtrs, Survey No. 110/3/B area admeasuring 1600 sq.mtrs, collectively admeasuring in aggregate about 3500 sq. mtrs (the “**said land**”) situated at Village- TalojeMajkur, Taluka-Panvel, District- Raigad which is more particularly described in “**First Schedule**”. The said sale deed is duly registered before the Sub- registrar of Assurances-Panvel bearing registration no. PVL- 4/11840/2017. A copy of the layout plan of the said land is appended hereto as “**Annexure- 1**”. A copy of the 7/12 extracts of the said project land is appended hereto as “**Annexure-2**”.
- B. Vide letter dated 26.03.2018 issued by Panvel Municipal Corporation (the “**PMC**”), the Promoter has obtained Commencement Certificate bearing Ref no. 2018/PMC/BP/3456/2018, whereby PMChad sanctioned layout plan/building plan of 2 residential cum commercial buildings comprising of 5 wings of Ground + 4 upper floors consisting of 96 residential units and 8 commercial units to be constructed on the said

land.

- C. Vide letter dated 15.10.2019 issued by PMC, the Promoter has obtained revised Commencement Certificate bearing reference no. 2019/PMC/TP/BP/3261/2019 for the said project wherein additional residential Build up area of 685.791 sq.mtrs and commercial build up area of 15.539 sq.mtrs has been sanctioned thereby increasing 8 residential units and 1 commercial unit in the said project. Out of the 8 additional residential units, 4 is being added to the ground floor of Building no. 1 comprising of 3 wings namely 'C', 'D' and 'E' wing being Phase-I of the project. The remaining 4 residential units and 1 commercial unit is being added to ground floor of Building no. 2 comprising of 'A' and 'B' wing being Phase- II of the said project. A copy of the said commencement certificate dated 15.10.2019 is appended hereto as "**Annexure-3**".
- D. In accordance to the above, the Promotor is entitled to construct 2 residential cum commercial buildings comprising of 5 wings namely, **Building 1** (Wings 'A' and 'B'), **Building 2** (Wings 'C', 'D' and 'E') each of Ground + 4 upper floors consisting of 104 residential units and 9 commercial units utilizing residential Built up area (BUA) of 4096.511 Sq.Mt and Commercial BUA of 99.029 Sq.Mt., admeasuring total BUA 4195.54 sq. mtrs of the said land known as "**SWARN JEEVAN**" (the "**said entire project**"). The said entire project is more particularly described in "**Second Schedule**".
- E. The Promoter in pursuance to the sanctioned development plans and the receipt of the commencement certificate has enjoined upon to develop the first phase by constructing **Building 2** comprising of Wing 'C', Wing 'D' and Wing 'E' of Ground + 4 upper floors (the "**said project**"). The said project is currently utilizing 1944.320 sq. mtrs. FSI out of total FSI 4195.54 sq. mtrs of the said land. The said project being Phase-I is more particularly described in **Third Schedule** hereto.
- F. The Promoters have informed to the Allottee that in phase-II the Promoter shall construct remaining one building namely **Building 1** comprising of Wing 'A' and Wing 'B', of Ground + 4 upper floors by utilizing the balance FSI of 2251.220 sq.mtrs. The entire project of 2 residential cum commercial buildings comprising of 5 wings of Ground + 4 upper floors along with the sanctioned amenities is known as "**SWARN JEEVAN**". This agreement is concerned only with Phase-I which is under development. A copy of sanctioned plan is appended hereto as "**Annexure-4**". In addition, the Promoter is providing amenities in the said entire project more particularly described in "**Fourth Schedule**".

- G. The Promoter has granted a Power of attorney dated ____ in the name of _____ for the purpose of registration of this Agreement. The said power of attorney dated _____ is duly registered before Sub – Registrar of Assurance ____ at _____ on _____ having serial No. ____/20__.
- H. The Promoter has entered into an agreement with Architect registered with the Council of Architect being “M/s. O7 Associates” having address at ‘8, Sai Prasad CHS, Plot No. -96/2, S.N. Road, Panvel-410206.
- I. The Promoter has entered into an agreement with Contractor M/s. Bajrang Enterprises, having its office at Flat no. 203, OmkarPuram, Panchvati, Survey no-102, AdaiPanvel- 410206 to carry out construction of buildings on said land.
- J. The Promoter has appointed a Structural Engineer M/s. VastuKalp having address Susheel Pride, F.P. 67/1, 1st floor, Unit No. 101, 102, Near Garden Hotel, Panvel-410206 for the preparation of the structural design and drawings of the buildings.
- K. The Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title like Sale Deed, 7/12 extract, including copies of the all development permissions and sanctioned plans. A “Title Report” dated 18.12.2017 for the said land issued by the Advocate KISHORE A. DHAKAD relating to the said land is appended hereto as “**Annexure-5**”. In addition the Allottee has also perused the ‘Architect Certificate’ and the drawing certifying the carpet area of various units along with limited common area in respect of each unit.
- L. The Allottee has taken inspection of the aforesaid Agreements including, sanctioned plans, and other relevant documents and the Allottee has visited the site of construction and made himself/herself familiar with the terms and conditions imposed by the PMC and other relevant authorities. The Allottees binds himself/herself/themselves to adhere with terms and conditions of the above documents. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- M. The Allottee applied to the Promoters vide request letter / booking form dated _____ for allotment of ‘Unit No. ____ on _____ floor of _____ wing of Building no.____ admeasuring about _____ sq.mtrs (_____ sq.ft) of carpet area (the “**said unit**”) which is more particularly described in “**Fifth Schedule**”. A copy of Floor Plan is appended hereto as “**Annexure-6**” and the said unit is marked separately in the floor plan. In addition, without any further monetary consideration, the Allottee is entitled to enclosed balcony of _____sq.mtrs, terrace of _____sq.mtrs and cupboard of _____sq.mtrs, totally admeasuring about _____ sq. mtrs. (_____ sq.

ft.) being ancillary area (the “**additional area**”) marked separately in the floor plan appended as “**Annexure-6**”.

- N. The Promoter has registered the said project (**SWARN JEEVAN Phase-I**) under the provisions of the Real Estate (Regulation & Development) Act, 2016 (the “**RERA**”) with the Real Estate Regulatory Authority under Registration no P52000016381. A copy of the certificate of registration is appended hereto as “**Annexure-7**”. Phase-II shall be separately registered as when the promoter commences with the construction of Phase-II.
- O. The Allottee has offered to pay to the Promoter a sum of Rs. _____/- as consideration for transferring the said unit in name of Allottee which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees in words _____ only) being “booking advance” of the said unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoters do hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner and upon the terms and conditions hereinafter appearing.

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

1. PROJECT:

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.
- 1.2 If required by competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration are adversely affecting the unit allotted to the Allottee.

2. DESCRIPTION OF UNIT:

- 2.1 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee ‘Unit No. carpet area admeasuring of _____ sq.

mtrs(_____sq.ft) on___ floor (the “**said unit**”) as shown in the floor plan appended as **Annexure - 6**. The said unit is more particularly described in “**Fifth Schedule**”. In addition without any further consideration, Allottee is entitled to enclosed balcony of _____sq.mtrs, terrace of _____sq.mtrs and cupboard of _____sq.mtrs, totally admeasuring about _____ sq. mtrs. being ancillary area (the “**additional area**”) marked separately in floor plan appended as ‘**Annexure-6**’.The aggregate of carpet area and additional area is the “**gross usable area**” totalling to _____ sq. mtrs available for use by the Allottee.

2.2 The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in “**Annexure-8**”. Promoter shall not be obliged to accept or accede to any request from Allottee for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

3.1 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees in words _____ only) (the “**said consideration**”). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by Allottee.

3.2 The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

1) Booking and Registration	%
2) On Completion of Plinth	%
3) On Commencement of 1st Slab	%
4) On Commencement of 2nd Slab	%
5) On Commencement of 3rd Slab	%
6) On Commencement of 4th slab	%
7) On Commencement of 5th slab	%
8) On commencement of Outer Plaster	%
9) On Possession	%

TOTAL 100%

3.3 Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) Additional cost/charges imposed by the competent authorities,
- (d) The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
- (e) Additional/ new taxes that may be levied from time to time.

4. ADDITIONAL CHARGES:

The Allottee shall, on or before delivery of possession of the said unit pay to the Promoter further total amount on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses towards water, electric and other utility and services connection charges including the security deposit required to be paid at time of connection / installation.
- (c) Legal / Documentation charges.
- (d) Share money, application and entrance fee of the Society.
- (e) Advance for common maintenance / service charges, management and upkeep of the building as may be fixed as also taxes and other outgoings as and when demanded by Promoter from Allottee.
- (f) Or any other charges as fixed by Promoter.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque/ DD in the name of "OmkareshInfratech LLP" A/c No "3212962265" in Kotak Mahindra Bank, Panvel branch payable at Panvel or other account as Promoter may intimate subsequently to the Allottee. Allottee shall also pay other statutory dues which may be levied from time to time.

5.2 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

5.3 Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

5.4 The Allottee has made a payment of Rs._____/ - (Rupees in words only) on or before the execution of this agreement.

5.5 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "OmkareshInfratech LLP". Promoter hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above the Allottee shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may

arise on Promoter due to inaction or non-compliance of obligation under this Agreement or under any other law.

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND:

7.1 Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving at least seven (07) working days time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

8.1 Following shall be deemed to be default on the part of Allottee:

- a. Default in making timely payment of sums due as mentioned in this agreement.
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing/delaying to take membership of society formed for the said project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.

g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

8.2 The Allottee shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottee as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 On the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the Promoter simple interest at the rate of SBI highest marginal cost +2%, on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.

Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs. 3,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 9.4.

9.4 The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee will be required for such expulsion.

9.5 Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottee.

9.6 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.

9.7 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

10.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.

10.2 The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.

10.3 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till

the land is conveyed to the association of Allottees. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

- 10.4 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure-8 in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.
- 10.5 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate _____ sq. mts.(_____sq.ft), however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the unit that has been allotted to the Allottee after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond 3% within forty five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said unit allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to 3%.
- 10.6 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost

and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. 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 floors, 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, this warranty shall stand lapsed. 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 neighbour'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 invocable.

11. DECLARATION BY THE ALLOTTEE:

Allottee hereby declares as follows:

- 11.1 Allottee has verified the documents including title search report and the conditions of commencement certificate and the sanctioned plan. The Allottee is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land so as to enable it to convey the said land to the society to be formed.
- 11.2 Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 11.3 Allottee accepts and understands that the Promoter shall be developing the project in phases wherein first phase consists of Building 2 (Wing C, D and E) of Ground + 4 upper floors and second phase consists of Building 1 (Wing A and B) of Ground + 4 upper floors thereby entire project consisting of 2 residential cum commercial buildings comprising of 5 wings of Ground + 4 upper floors along with the sanctioned amenities. Entire FSI belongs to the Promoter and Allottee shall not raise any claim or objection on such FSI being utilized by the Promoter.
- 11.4 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither

claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

- 11.5 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.
- 11.6 Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.
- 11.7 The Promoter may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said unit to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said unit in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said unit. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.
- 11.8 The Allottee shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as ‘void-ab-initio’.

12. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

- 12.1 The Allottee shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.
- 12.2 Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or to the structure, facade and/or elevation of the

said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.

- 12.3 The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.
- 12.4 The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.
- 12.5 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this purpose.
- 12.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.
- 12.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- 12.8 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee shall be responsible for acts of such persons.
- 12.9 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

12.10 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

12.11 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.

13. DATE OF POSSESSION AND FORCE MAJEURE:

13.1 Promoter shall give possession of the unit to the Allottee on or before _____date subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from Architect certifying completion of the construction shall be considered as final and binding.

13.2 After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

13.3 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said land, non-availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, PMC, revenue Authority or any other concerned authority in granting the necessary

permissions, sanctions, NOC that shall be required by the Promoters from time to time.

- 13.4 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said unit as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labor trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the PMC, Government, the said PMC and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.
- 13.5 The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.
- 13.6 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

14. RESERVATION FOR PARKING:

- 14.1 Allottee has vide this Agreement requested for reservation of parking bearing no. _____ (the "***parking***") to be used to park its vehicle. Accordingly, Promoter hereby reserves one parking for exclusive use of Allottee. The location of parking is specifically marked in the layout plan of parking which is appended hereto as '**Annexure-9**' more particularly described in "**Sixth Schedule**". The parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

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

14.3 The said parking space shall be used only for the purpose of parking vehicle and not for any other purpose.

14.4 The Allottee shall not park his/its vehicle in any space except for his/its designated parking space.

OR

14.1 Allottee has informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said unit.

14.2 Allottee undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

15. FORMATION OF SOCIETY:

15.1 The Entire project consisting of 2 buildings and 5 wings shall consist of one society. The Promoter shall apply for the formation and registration of a Society (the “**said society**”) within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

15.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

16. CONVEYANCE AND HANDOVER OF THE BUILDING:

16.1 The Promoter shall within three (03) months of receipt of occupancy certificate from PMC or any other competent authority after completion of entire project and receipt of all amounts under this agreement execute a conveyance deed and convey

a right, title and interest of the said land and building in the name of the society subject to society clearing all dues of the Promoter.

16.2 The Promoter is entitled to take part OC for phase wise construction of the project. However, the allottee/society shall not claim conveyance of the said land upon receipt of such part OC.

16.3 The amenities of the said project shall be conveyed to society at the time of conveyance of said land. The Allottee shall not raise any claim for the use of amenities till said land is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottee prior to such conveyance.

16.4 The charges, costs expenses for conveyance of said land shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said land in the name of the society formed within two (02) months from the date of intimation by the Promoter.

17. SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

17.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to Rs. _____/- (Rupees_____ In Words Only) alongwith GST as “common maintenance charges” for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

17.3 After the formation of the society the Allottee shall bear and pay monthly maintenance charges directly to the society.

18. UNSOLD UNITS IN SAID PROJECT:

- 18.1 Promoter shall be inducted as a member of said society for unsold units upon conveyance of said land to society.
- 18.2 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.
- 18.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.
- 18.4 Promoter shall also be entitled to car parking reserved for every unsold units and the society or Allottee shall not stake claim on such parking.
- 18.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.
- 18.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

19. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows :-

- (a) To maintain the said unit at Allottees own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- (b) Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other

authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee 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 unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the said society, as the case may be.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Allottee other than specified in this agreement.
- (h) Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of

the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society after the right of said land is conveyed to the said society.

- (i) Allottee shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (j) Till a conveyance of said land and all building in the said project is executed the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

20. REGISTRATION OF THIS AGREEMENT:

- 20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society.

20.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

21. NOTICE:

21.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter, by Registered Post A.D/ speed post/courier. at his/her address specified below :-

ADDRESS OF ALLOTTEE

ADDRESS OF PROMOTER

**507, BHOOMI LANDMARK, PLOT NO-34, SECTOR-17,
NEW PANVEL (W), NAVI MUMBAI- 410206.**

AND upon handing over of the possession of the said unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of unit handed over to the Allottee under this agreement.

21.2 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

22. ALLOTTEE UNDERTAKING:

22.1 The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said land.

22.2 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

22.3 The Promoter is intending to acquire the adjoining land parcels for future development. The access of the said adjoining land shall be from the said land. The proposed access road has been marked separately in the lay out plan. Accordingly, the Allottee hereby undertakes and assures that he shall not raise any objection for grant of such perpetual access from the said land for adjoining land at any time to the promoter or his nominee.

23. WAIVER NOT A LIMITATION TO ENFORCE :

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

24. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made

a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

25. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

26. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

26.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

26.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

27. INVESTOR CLAUSE: (OPTIONAL CLAUSE FOR INVESTOR ONLY)

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

28. 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 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.

29. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. ENTIRE AGREEMENT:

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

32. **JURISDICTION:**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

33. **RIGHT TO AMEND:**

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

FIRST SCHEDULE
“SAID LAND”

All that piece and parcel of land bearing:

SURVEY NO	HISSA NO	AREA IN SQ.MTRS
110	3/B	1600
111	14	900
111	15/2	1000
TOTAL		3500

situated at Village- TalojeMajkur, Taluka-Panvel, District- Raigad.

SECOND SCHEDULE
“SAID ENTIRE PROJECT”

2 residential cum commercial buildings comprising of 5 wings of Ground + 4 upper floors consisting of 104 residential units and 9 commercial units in the said land namely, **Building 1**(Wings ‘A’ and ‘B’), **Building 2** (Wings ‘C’, ‘D’ and ‘E’) known as “**SWARN JEEVAN**” constructed on all that piece and parcel of land more particularly described in the First Schedule.

THIRD SCHEDULE
“SAID PROJECT”

Building 2 comprising of Wing ‘C’, Wing ‘D’ and Wing ‘E’ of Ground + 4 upper floors currently utilizing 1944.320sq. mtrs. FSI out of total FSI of 4195.54 sq. mtrsof the said land constructed on all that piece and parcel of land more particularly described in the First Schedule.

FOURTH SCHEDULE

“AMENITIES”

List of Amenities to be provided in the “Said Entire Project”

SR.NO	ITEMS
1	
2	
3	
4	
5	

FIFTH SCHEDULE

“SAID UNIT”

Residential / Commercial unit bearing Flat / Shop number _____ admeasuring _____ Sq. Mts. Carpet area on the _____ Floor in _____ Wing in Building no. _____. In addition, the Allottee is entitled to enclosed balcony, terrace and cupboard totally admeasuring about _____ sq. mtrs. being ancillary area (the “***additional area***”) in the Project Known as “**SWARN JEEVAN**” being constructed on the land more particularly described in First Schedule hereinabove.

SIXTH SCHEDULE

“CAR PARKING”

Car Parking No. _____, admeasuring about _____sq.mtrs in the project known as “SWARN JEEVAN” on the portion of piece and parcel of land bearing Survey no. 111/14 area admeasuring 900 sq.mtrs, Survey No. 111/15/2 area admeasuring 1000 sq.mtrs, Survey No. 110/3/B area admeasuring 1600 sq.mtrs, collectively admeasuring in aggregate about 3500 sq. mtrs, situated at Village- TalojeMajkur, Taluka-Panvel, District- Raigad specifically marked in the layout plan of said car parking appended as ‘Annexure-9’.

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

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED “PROMOTER”

M/S. OMKARESH INFRATECH LLP

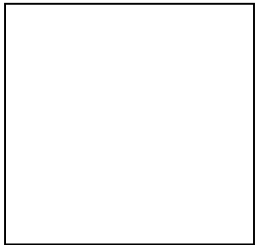
THROUGH ITS AUTHORISED PARTNERS



Sign



Photo



Thumb

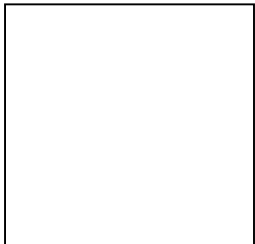
1) SHRI MANOJ AGARWAL



Sign



Photo



Thumb

2) SHRI VIKRAM MURARILAL TULSYAN

SIGNED/ SEALED & DELIVERED

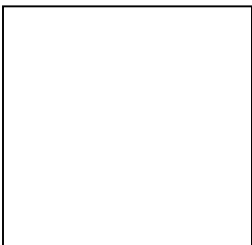
BY THE WITHIN NAMED “ALLOTTEE”



Sign



Photo



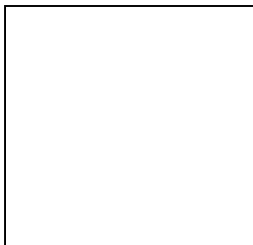
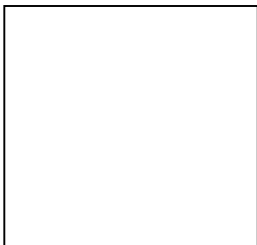
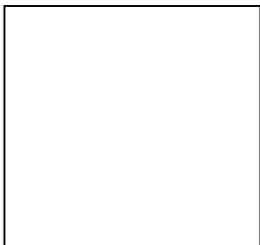
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Mr._____

IN THE PRESENCE OF

1) _____

Add – _____



Sign

Photo

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2) _____.

Add –

Sign

Photo

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RECEIPT

Received with thanks from Allottee Shri/ Smt _____Adult, and Indian Inhabitant, residing at _____ has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Unit No/ Shop No. _____, on_____ floor in _____ wing, in building no. _____in the project known as “SWARN JEEVAN” to be constructed on all that piece and parcel of land more particularly described in FIRST SCHEDULE to this Agreement for sale dated: _____.

Date	Cheque No.	Bank Name	Cheque Amount
Total			

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Date: _____

Place: Navi Mumbai

For, M/S. OMKARESH INFRATECH LLP

Partner/s