

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Navi Mumbai, on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN**

**M/S. NATIONAL ENTERPRISES** a proprietary firm through its Proprietor **MR. M. C. BABU** (Pan No.AETPM3558G), an adult, Indian Inhabitant, having address at Shop No.5, Isha Shopping Centre, Sector-15, Nerul(East) Opposite Telephone Exchange, Navi Mumbai 400706, hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective heirs, executors and administrators, assigns) of the **ONE PART.**

**AND**

Mr./Mrs./M/s. \_\_\_\_\_ of \_\_\_\_\_  
Mumbai, Indian Inhabitant, (Pan No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) residing at \_\_\_\_\_  
hereinafter referred to as **"THE PURCHASER/S/ ALLOTTEE/S"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns) of the **OTHER PART.**

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

**A)** Whereas the Corporation is the New Town Development Authority for the area designated as site for the new town of Navi Mumbai, as declared by Government of Maharashtra (hereafter referred to as the “State Government”) in exercise of its powers under Sub Section (1) and (3) of Section 113 of the Maharashtra Regional Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as the “MRTP Act, 1966”).

The State Government, as per Section 113(A) of the MRTP Act, 1966, acquiring the land described therein and vesting such lands in the said Corporation for the development and disposal.

By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by or vested into it in accordance with the proposal approved by the Maharashtra under the said Act.

**B)** The Corporation, as a part of the development of Navi Mumbai, has decided to establish an 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 the land for the purposes allied thereto).

**C)** By an Agreement to Lease dated 10<sup>th</sup> May 2018, which was made and executed between M/s. City and Industrial Development Corporation of Maharashtra Limited, therein referred to as the Corporation of the One Part and M/s. Palak Agency Pvt. Ltd. through its Director Mr. Jitendra Chunilal Bhansali, therein referred to as the “Original Licensee” of the Other Part, the said Corporation had agreed to grant lease of all that piece and parcel of land bearing Plot No.450, admeasuring 1060 sq. mtrs, situated at Sector-03, Node-Pushpak(Dapoli), Taluka-Panvel, Dist. Raigad, under 22.5% Gaothan Expansion Scheme and more particularly described in the First Schedule herein under written (hereinafter referred to as “**the said Plot**”) to the Original Licensee.

The said Agreement to Lease dated 10/05/2018 was duly registered with the Sub Registrar of Assurance, Panvel-2, under document Serial No. PVL2-8651-2018, vide Receipt No.9980, dated 29/06/2018.

**D)** By Tripartite Agreement dated 07<sup>th</sup> December, 2021, which was made and executed between the Corporation of the One Part and M/s. Palak Agency Pvt. Ltd. through its Director Mr. Saurabh Dipak Sanghvi, the

Original Licensee of the Second Part M/s. National Enterprises through its Proprietor Mr. M. C. Babu of the Third Part as New Licensee. The said Corporation had granted permission to the Original Licensee to transfer all his leasehold right in the said Plot to and in favour of M/s. National Enterprises through its Proprietor Mr. M. C. Babu, the New Licensee for a consideration and upon the terms and conditions contained therein.

The said Tripartite Agreement dated 07/12/2021 was duly registered before the Sub Registrar of Assurance at Panvel-2, under document Serial No.PVL2-16886-2021, vide receipt No.19565, dated 07/12/2021.

**E)** Pursuant to aforesaid Tripartite Agreement dated 07/12/2021, the Corporation has transferred the said Plot in the name of M/s. National Enterprises through its Proprietor Mr. M. C. Babu, vide its final order letter bearing Ref. No. Cidco/Vasahat-22.5%/Kundevahal-88/2021-22/82, dated 16-02-2022.

**F)** In pursuance of the aforesaid i) Tripartite Agreement 07/12/2021 & ii) Cidco Transfer Final Order in favour of M/s. National Enterprises through its Proprietor Mr. M. C. Babu, the Promoter is absolutely seized and possessed of and well and sufficiently entitled a Plot No.450, admeasuring 1060 sq. mtrs, situated at Sector-4, Node-Pushpak(Dapoli), Taluka-Panvel, District Raigad, for the purpose of development to construct a building/s thereon and also entitled to sell and/or dispose of the flat/s in the proposed new building/s on ownership basis under the provisions of Real Estate (Regulation & Development) Act, 2016.

**G)** The Promoter has proposed to construct on the said Plot a residential cum commercial building consisting of 1 Ground floor+7 floor floors by the name **“EDEN PARADISE”** upon the said Plot.

**H)** The Allottee/s is/are offered a Flat/Shop bearing number \_\_\_\_\_, on \_\_\_\_\_ floor, (hereinafter referred to as the said “Flat/Shop”) of the building called **“EDEN PARADISE”** (herein after referred to as the said “Building”) being constructed on the said Plot, by the Promoter.

**I)** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing Registration No.\_\_\_\_\_, authenticated copy is attached in **“Annexure-1”**.

**J)** The Promoter has appointed **“SUBRAMANYA RAO OF M/S. S.R. CONSULTANTS”** having address at Office No.312, Punit Chambers, Sector-18, MAFCO, Vashi, Navi Mumbai as a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building and the Promoter has also appointed **“ARUN Z. BORAD OF M/S. ARUN BORAD & CO.”** as the Chartered Accountant to maintain the accounts for the said Project and issue proportionate Completion Certificate for the work completed by the Promoter for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

**K)** The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architect being **‘AR. HEMANT P. DHAVAL OF M/S. TRIARCH DESIGN STUDIO’**, having address at Office No.18, Gauri Commercial Complex, Plot No.19, Sector-11, CBD Belapur, Navi Mumbai 400706 and such Agreement is as per the Agreement prescribed by the Council of Architects.

**L)** The Associate Planner (BP), vide its letter bearing Ref. No. CIDCO/BP-18194/TPO(NM&K)/2022/9816, dated 30/08/2022 granted its permission to commence the construction on the said Plot premises for residential cum commercial purpose subject to the terms and conditions as contained therein. A copy whereof is annexed hereto and marked as **“Annexure-2”**.

**M)** On demand from the Allottee/ Purchaser/s, the Promoter has given inspection to the Allottee/ Purchaser/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter Architect **‘AR. HEMANT P. DHAVAL OF M/S. TRIARCH DESIGN STUDIO’** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

**N)** The authenticated copies of Certificate of Title dated 19/09/2022 issued by **ADV. K. P. SAYED**, Advocate High Court, Mumbai of the Promoter showing the nature of the title of the Promoter to the said Plot on which the Flats/Shops are constructed or are to be constructed have been annexed hereto and marked as **“Annexure -3”**.

**O)** The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said Plot premises have been shown to the Allotees/ Purchaser/s and the same is approved by them.

**P)** The authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allotees, as sanctioned and approved by the local authority have been annexed and marked as **“Annexure-4”**.

**Q)** The Promoter have got some of the approvals from the concerned CIDCO Ltd. and other authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said Building.

**R)** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building/s shall be granted by the concerned local authority.

**S)** The Promoter has accordingly commenced or proposes to commence construction of the said building in accordance with the said Commencement Certificate and the proposed plans.

**T)** The Allottee/Purchaser has applied to the Promoter for allotment of a **Flat/Shop No. \_\_\_\_\_**, on \_\_\_\_\_ floor of the building being constructed on the said Plot/Project.

**U)** The carpet area under Rera of the said Flat/Shop is \_\_\_\_\_ **square meters including enclosed balcony**, and "carpet area" means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allotees/Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for

exclusive use of the Allottees/Purchasers, but includes the area covered by the internal partition walls of the flat.

**V)** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**W)** Prior to the execution of these presents the Allottees / Purchasers has paid to the Promoter a sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)**, being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottees/Purchaser as part payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottees Purchasers has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**X)** Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Flat/Shop with the Allottee/ Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**Y)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/ Purchaser/s hereby agrees to purchase the said Flat/Shop.

**NOW THIS AGREEMENT FOR SALE WITNESSES 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, 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, provided

that the said amendment has been intimated to the Allottee / Purchasers in advance at the time of entering into this agreement. The Promoter shall have exclusive right to entitled the additional FSI as and when available to the Promoter.

**2) DESCRIPTION OF SAID UNIT:**

2.1) The Allottees/ Purchasers hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee/ Purchaser/s Flat/Shop No.\_\_\_\_\_, carpet area admeasuring about \_\_\_\_\_ sq. mtrs., on \_\_\_\_\_ floor (“**said Flat/Shop**”) (which includes net usable floor area and the area covered by the internal partition walls of the Flat/Shop).

The allottee hereby agrees to purchase from the promoter and promoter Hereby agrees to sell the allottee covered parking space bearing no \_\_\_\_\_ situated at stilt being constructed in layout for the consideration of RS \_\_\_\_\_/- The total consideration of the apartment including covered parking spaces is thus RS \_\_\_\_\_/-

2.2) The fixtures, fittings and amenities to be provided by the Promoter in the said Flat/Shop is hereto appended as ‘**Annexure-5**’. The Promoter shall not be obliged to accept or accede to any request from the Allottees/ Purchaser/s for making any changes in the amenities to be provided by the Promoter.

**3) CONSIDERATION:**

3.1) It is mutually agreed by and between the parties that consideration for sale of said Flat/Shop shall be **Rs.**\_\_\_\_\_ **/-** (**Agreement Value**) (**Rupees** \_\_\_\_\_ **only**) (the “**said consideration**”). The said consideration amount excludes society formation charges, documentation charges, the taxes and other statutory payments which are to be paid separately by Allottees/ Purchaser/s.

3.2) The Allottees/ Purchasers have negotiated the consideration as mentioned hereinabove by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

| Sr. No. | Particulars                            | Percentage | Amount |
|---------|----------------------------------------|------------|--------|
| 1       | On Booking                             | 10         |        |
| 2       | On Agreement                           | 20         |        |
| 3       | On or before completion of plinth work | 15         |        |
| 4       | On or before completion of 1st Slab    | 4          |        |
| 5       | On or before completion of 2nd Slab    | 3          |        |
| 6       | On or before completion of 3rd Slab    | 3          |        |
| 7       | On or before completion of 4th Slab    | 3          |        |
| 8       | On or before completion of 5th Slab    | 3          |        |

|    |                                                                                                             |             |  |
|----|-------------------------------------------------------------------------------------------------------------|-------------|--|
| 9  | On or before completion of 6th Slab                                                                         | 3           |  |
| 10 | On or before completion of 7th Slab                                                                         | 3           |  |
| 11 | On or before completion of 8th Slab                                                                         | 3           |  |
| 12 | On or before completion of Brick works & on or before completion of Internal or floorings                   | 5           |  |
| 13 | on completion of sanitary fittings, staircases, lift well                                                   | 5           |  |
| 14 | On or before completion of external palster ,external pumbing, colouring works, terrace with water proofing | 5           |  |
| 15 | On or before completion of electrical & miscellaneous works                                                 | 10          |  |
| 16 | On Possession                                                                                               | 5           |  |
|    | <b>Total</b>                                                                                                | <b>100%</b> |  |

3.3) The Allottees/ Purchaser/s hereby agree 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 Allottees/Purchasers separately for any up gradation/changes specifically requested by the Allottees/Purchaser/s 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 Allottees/ Purchasers shall, on or before delivery of possession of the said Flat/Shop 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.
- (c) Expenses of electrical receiving and sub-station provided in layout.

#### **5) MODE OF PAYMENT:**

5.1) All payment shall be made by Allottees/ Purchaser/s by drawing Cheque/ DD in the name of “**NATIONAL ENTERPRISES**” Account No.\_\_\_\_\_, with\_\_\_\_\_ Bank, Nerul Branch, Sector-\_\_\_\_, Nerul , Navi Mumbai 400706 payable at Allottees/ Purchasers. The Allottees/



Purchasers shall also pay other statutory dues which may be levied from time to time.

5.2) The Allottees/ Purchasers 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. 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 / Purchasers and the TDS certificate is received by Promoter from Allottee/ Purchasers.

5.3) The Allottee / Purchasers has made a payment of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** towards booking of the said Flat/Shop which has been adjusted against the consideration as mentioned hereinabove.

5.4) Allottee / Purchasers have also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of **“NATIONAL ENTERPRISES ”** Promoter hereby acknowledges the receipt thereof.

#### **6) PAYMENT OF STATUTORY DUES AND TAXES:**

6.1) In addition to the consideration of said Flat/Shop as above, the Allottee/Purchaser/s shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, 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/Purchasers 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/Purchasers shall make over such payment to Promoter within ten (10) days of notice of demand from Promoters.

6.2) The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee /Purchasers. Further, the Allottee /Purchaser shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration charges. Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working day notice from Allottee / Purchasers. The Promoter shall

not be liable under any law for any delay, negligence shown by the Allottee / Purchasers in presenting this agreement for registration before the competent authority. The Allottee/Purchasers indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.

6.3) The Allottee/Purchaser 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 installments of consideration and other charges becoming due, Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee / Purchasers or 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 at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter Allottee /Purchasers 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 /Purchaser is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee /Purchasers by Promoter only upon receipt of all payments mentioned in this agreement.

## **8) DEFAULT BY ALLOTTEE / PURCHASERS :**

8.1) Following shall deemed to be a default on the part of Allottees/ Purchasers:

- (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, said land, threat to life;
- (c) Delay in accepting the possession of the said Flat within a period of two months of intimation to take possession by Promoters;
- (d) Refusing/ delay in taking membership of said society.
- (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 Flat before receipt of occupation certificate by competent authority.

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

**9) TERMINATION OF AGREEMENT:**

9.1) On the Allottees/ Purchasers committing default in payment on due date of any amount due and payable by the Allottees/ Purchasers to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/ Purchasers agrees to pay to the Promoter simple interest at the rate of SBI highest marginal cost + 2% (as prescribed under the RERA Rules) on all the amounts which become due and payable by the Allottee / purchasers to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee / purchasers to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter 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 / purchasers committing default as per clause 8.1 above and on the Allottee/Purchasers committing three 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 / Purchasers, by registered post AD or Speed Post or Whatsapp/email at the address provided by the Allottee / Purchasers of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee / Purchasers 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 / Purchasers the payments made by them till that date (subject to adjustment of 15% of payments received till that date or Rs.\_\_\_\_\_/ -whichever is higher as liquidated damages and service charge) such refund shall be issued on registration of cancellation/ termination deed and expulsion of the Allottees/

purchasers from the membership of the society as per clause 9.4 which is to be completed within 30 (thirty) days effective from the date of termination letter.

9.4) The Promoter shall also move for expulsion of the Allottee / purchasers 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 /Purchasers will be required for such expulsion.

9.5) Upon intimation of termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as the Promoter may in their absolute discretion think fit.

Provided that in the event of default as above the Allottee / Purchasers 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 *suomoto* without any recourse to the Allottee / Purchasers.

9.6) The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee /Purchasers 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 PROMOTER:**

Promoter hereby declares as follows:

10.1) 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 / purchasers, apply to the concerned local authority for occupation and completion certificate in respect of the Flat/shop and obtain the said certificate as per the provisions of law.

10.2) The Promoter will not be liable for any delay caused by '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 / Purchasers 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, signage's, neon signboards 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 Allottee / Purchasers. The Allottee / Purchasers 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-5 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 net carpet area as per Rera of the said Flat which is proposed to be constructed in the said building is approximate \_\_\_\_\_ sq. mtrs. enclosed balcony, 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 Flat that has been allotted to the Allottee / Purchasers 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 Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat , then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee / purchasers 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 / Purchasers within forty-five (45) days from such demand being made by the Allottee /Purchasers. If there is any increase in the carpet area of the said Flat/Shop allotted to Allottee/purchasers, the Promoter shall demand additional amount from the Allottee /purchaser as per the next milestone

of the Payment Plan or thereafter as the case may be and the Allottee /Purchasers 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 Flat and the carpet area as mentioned herein is less than or equal to 3%. In all situations the adjustment of consideration shall be made before handing over possession of said unit to Allottee/Purchasers.

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 Flat to Allottee / Purchasers, then, wherever possible such defects shall be rectified by the Promoter at his/their own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchasers 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 Flat the Allottee /Purchasers maintain the Flat/Shop in the same condition as it was handed over to them by the Promoter. In case they 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 /Purchasers (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee / Purchasers 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 Promoter shall not be revocable.

#### **11) DECLARATION BY ALLOTTEE / PURCHASERS:**

Allottee /Purchasers hereby declares as follows:

11.1) The Allottee / Purchasers has verified the documents including title search report and is satisfied that the Promoter have absolute, clear, developable and marketable title to the said land so as to enable it to convey the said land to the society.

11.2) The Allottee / Purchasers shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said Flat/Shop.

11.3) The Allottee / Purchasers are eligible and entitled to Purchase the said Flat and Allottee/Purchasers hereby assure, undertake and guarantee that the Allottee /Purchasers shall use the said Flat/Shop or any part thereof or permit the same to be used for purpose of permitted use. Allottee / purchasers shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities neither provided by the Promoter nor claim any division or subdivision of such common area.

11.4) If the Allottee/ Purchasers 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 / Purchasers or to any of his family members or friends.

11.5) Allottee / Purchasers shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee / purchasers shall remedy the default within the period prescribed in this agreement. The Allottee /purchasers shall not object to the cancellation of this agreement if the default continues.

11.6) The Allottee / Purchasers shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said Flat/Shop to third party during course of construction of said project or before possession of said Flat/Shop to Allottee/Purchasers whichever is later. Without obtaining the said certificates any document executed by Allottee /Purchasers in the name of third party shall be treated as ‘void-ab-initio’.

## **12) DATE OF POSSESSION AND FORCE MAJEURE:**

12.1) Promoter shall give possession of the unit to the Allottee / Purchasers on or before \_\_\_\_\_ date subject to receipt and realization of all amounts payable by the Allottee / Purchasers under this Agreement and receipt of all approvals from competent authority. After the Allottee / Purchaser has fulfilled all their obligations under this Agreement if the Promoter fails or neglects to give possession of the said Flat/Shop to the Allottee/Purchasers on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the

Allottee / Purchasers and execution of cancellation deed of allotment of said Flat/Shop, the Promoter shall be liable to refund to the Allottee/Purchasers the amounts already received by them in respect of the said Flat with simple interest at the rate of SBI highest marginal cost + 2% (as prescribed under the RERA Rules), 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 / purchasers by the Promoter, the Allottee/ Purchasers shall subject to prior encumbrances if any, have a charge on the said Flat/Shop.

12.2) That the Promoter are entitled to reasonable extension of time for giving possession of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the government and/or other public or competent authority/court.

12.3) The Allottee/ purchasers shall take the possession of the said Flat/Shop within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee / Purchasers must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat/Shop and also become member of the society by executing relevant documents.

12.4) On getting the occupancy certificate, the Promoter may handover possession of the said Flat/Shop to the Allottee / purchasers even though electricity and water supply have not commenced by the respective competent authorities. The Allottee/ Purchasers shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoter offering possession of the said Flat to the Allottee/ purchasers, the Allottee/ Purchasers shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

### **13) RESERVATION FOR PARKING:**

13.1) Allottee/Purchasers hereby agrees to Purchase from the Promoter and the Promoter hereby agrees sale to the Allottee / Purchasers \_\_\_\_\_ stilt/open Car Parking situated at Ground Floor of the said building for the consideration.

13.2) The exact location of the Car Parking space allotted to the Purchaser shall be finalized by the Promoter at the time of handing over



the actual physical possession of the said flat/shop. The Purchaser is aware that the Promoter have in the like manner allotted and shall be allocating other car parking space to several Purchasers of the residents flats in the Building and the Purchaser undertakes not to raise any objections in that regard and the rights of the Purchaser to raise any such objections shall deemed to have been waived.

**14) FORMATION OF SOCIETY:**

14.1) The Promoter will apply for the formation and registration of a Society ("**said society**") within the prescribed time limit under the MAHA RERA. The Allottee / Purchasers 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 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 / purchasers, so as to enable Allottee / purchasers to become a member of the society. Any delays in signing and handing over of documents by the Allottee / purchasers to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

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

**15) CONVEYANCE AND HANDOVER OF THE BUILDING:**

15.1) The Promoter will within three months from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority execute a conveyance deed and convey a right, title and interest of the said land and building in the name of the society.

15.2) The charges, costs expenses for conveyance of said Plot Premises shall be borne by the Allottee / Purchasers in proportion to their gross usable area and that the Allottee/ purchasers shall come forward to accept conveyance of the said Plot Premises in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

**16) SOCIETY MAINTENANCE CHARGES:**

16.1) Commencing a week after notice in writing is given by the Promoter to the Allottee /Purchasers that the said Flat/Shop is ready for use and occupation, irrespective of the Allottee/ purchasers taking the possession of the said unit, the Allottee / purchasers will be liable for proportionate share of outgoings in respect of said Plot Premises 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.

16.2) The Allottee / purchasers shall pay to the Promoter at the time of possession, an advance maintenance for twelve (12) months @ Rs.3/- per sq. ft. along with GST as “common maintenance charges” for the upkeep and maintenance of the said building. The Allottee / purchasers shall draw cheque/ Demand Draft/ Banker’s Cheque in the name of Promoter. The amounts so paid by the Allottee / purchasers to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

16.3) After the formation of the society the Allottee / purchasers shall bear and pay monthly maintenance charges directly to the society.

**17) UNSOLD FLAT/SHOP (UNIT) IN SAID PROJECT:**

17.1) Promoter shall be inducted as a member of said society for unsold units upon conveyance of said Plot Premises to society.

17.2) 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/Purchaser/s 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.

17.3) Allottee /Purchaser/s or society shall not be entitled to demand any transfer charge and maintenance charges for the transfer of unsold unit by the Promoter to prospective Allottee/Purchasers.

17.4) Promoter shall also be entitled to car parking reserved for the unsold units and the society or Allottee /Purchasers shall not take claim on such parking.

17.5) 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.

17.6) Promoter is entitled to all the rights of being a member/s of society i.e. right to attend meeting, right to vote in the meeting etc.

**18) POST POSSESSION OBLIGATION OF THE ALLOTTEES/ PURCHASERS:**

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

(a) To maintain the said Flat/Shop at Allottee/Purchaser's own cost in good tenantable condition from the date of possession of the said Flat/Shop 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 Flat/Shop 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 Flat/Shop is situated and the said Flat/Shop itself or any part thereof.

(b) Not to store in the said Flat/Shop 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 Flat/Shop is situated or storing of goods which 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/ purchasers in this behalf, the Allottee / purchaser shall be liable for the consequences of the breach.

(c) To carry out at their own cost all internal repairs to the said Flat/Shop and maintain the said Flat/Shop in the same conditions, state and order in which it was delivered by the Promoter to the Allottee / purchaser and shall not do or suffering to be done anything in or to the building in which the said Flat/Shop is situated or the said Flat/Shop which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / purchasers committing any act in contravention of the above provision, the Allottee / purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said Flat/Shop 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 Flat or any part thereof, nor any alteration in the elevation and outside colour

scheme of the building in which the said Flat/Shop is situated and shall keep the portion/sewers, drains pipes in the said Flat/Shop and appurtenances thereto in good tenantable condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Shop 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 Flat/Shop 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 Flat/Shop 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 / purchasers other than specified in this agreement.

(h) Allottee / purchasers 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 Flat/Shop unless they obtained a ‘ No Objection Certificate or No Dues Certificate’ letter from Promoter. The Allottee/Purchasers shall obtain such permission from said society after the leasehold right of said land is conveyed to the said society.

(i) Allottee / purchasers 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 / purchasers shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Building and shall pay and contribute

regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this Agreement.

(j) Till a conveyance of said Plot Premises and all building in the said project is executed the Allottee / purchasers 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.

**19) REGISTRATION OF THIS AGREEMENT:**

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

19.2) Allottee / purchasers 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.

**20) NOTICE:**

20.1) All notices to be served on the Allottee / Purchasers and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee / purchasers and the Promoter, by Registered Post A.D. or Speed Post or Whatsapp/Email at his/her address specified below :-

Allottees/ Purchasers:-

**MR.**

**MRS.**

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

And upon handing over of the possession of the said Flat/Shop to the Allottee /purchasers under this agreement, all the notices on the Allottee / purchasers shall be served at the address of Flat/Shop handed over to the Allottee / purchasers under this agreement.

20.2) That in case there are Joint Allottee/ purchasers all communications shall be sent by the Promoter to the Allottee/ Purchasers 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 Allottee / Purchasers.

**21) ALLOTTEE / PURCHASER'S UNDERTAKING:**

21.1) The Allottee/Purchasers undertake hereby gives his/her/their express consent to the Promoter to raise any loan against the said Plot Premises and/or the said building 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 Promoter at their own expenses on or before the formation of the society.

21.2) It is clearly understood and so agreed by the Allottee / Purchasers 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/ purchasers of the said Flat/Shop, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

21.3) The Allottee / purchasers undertake hereby that, the name of the Building shall be **"Eden Paradise"** and they shall not be entitled change under any cost or circumstances.

**22) WAIVER NOT A LIMITATION TO ENFORCE:**

22.1) The Promoter may, at its sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee/ purchasers 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/Purchaser/s that exercise of discretion by the Promoter in the case of one Allottee/ purchasers shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/ purchasers.

22.2) 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.

22.3) 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/purchasers 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/purchasers nor shall the same in any manner prejudice the rights of the Promoters.

**23) BINDING EFFECT:**

The recitals hereinbefore 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. The 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.

**24) MATERIAL ADVERSE CHANGE/CONDITIONS:**

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.

**25) COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

25.1) The Allottee / purchasers, 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 there under 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 fulfill 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 / purchasers 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.

25.2) The Promoter accepts no responsibility in this regard. The Allottee / purchasers shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / purchasers subsequent to the signing of this Agreement, it

shall be the sole responsibility of the Allottee / purchasers 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/ purchasers and such third party shall not have any right in the application/allotment of the said Flat/Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee / purchasers only.

**26)** The Promoter is entitled to take all payments by Demand Draft or through Net Banking or Pay Order or Cheque in favour of “**M/S. NATIONAL ENTERPRISES**”.

### **27) 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.

### **28) 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.

### **29) 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.

### **30) 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 Flat, as the case may be.

### **31) JURISDICTION**



All disputes concerning this agreement shall be subject to the jurisdiction of courts in Panvel, Dist. Raigad.

### **32) RIGHT TO AMEND**

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

#### **FIRST SCHEDULE OF SAID PLOT**

All that piece and parcel of land bearing Plot No.450, admeasuring 1060 sq. mtrs., situated at Sector-3, Node-Pushpak(Dapoli), Taluka-Panvel, Dist. Raigad, under 22.5% Gaothan Expansion Scheme and thereabouts and bounded as under:

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

#### **SCHEDULE OF FLAT/SHOP**

Flat/Shop No.\_\_\_\_, on \_\_\_\_\_ floor of the building known as **“Eden Paradise”**, admeasuring about \_\_\_\_\_ square meters Carpet area, lying being and situated at Plot No.450, Sector-03, Node-Pushpak(Dapoli), Taluka-Panvel, Dist. Raigad.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED AND DELIVERED BY

BY THE WITHINNAMED "**THE PROMOTER**"

**M/S. NATIONAL ENTERPRISES**

through its Proprietor

**Mr. M. C. Babu**

In the presence of

1)

2)

SIGNED AND DELIVERED

BY THE WITHINNAMED "**THE PURCHASER/S**"

**Mr.**

&

**Mrs.**

In the presence of

1)

2)

**RECEIPT**

Received of and from the within named Purchaser/s Mr./Mrs./M/s. \_\_\_\_\_, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) vide Cheque No.\_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_, \_\_\_\_\_ Branch, being the advance and part payment in respect of Flat No.\_\_\_\_\_, on \_\_\_\_\_ floor of the building known as **“Eden Paradise”**, admeasuring about \_\_\_\_\_ square meters Carpet area, lying being and situated at Plot No.450, Sector-3, Node-Pushpak(Dapoli), Taluka-Panvel, Dist- Raigad as agreed under this present : This receipt is subject to realization of Cheques and on issuing this receipt all previous provisional receipt shall stand cancelled.

**Details of Payment**

| Sr. No. | Bank Name | Particulars | Date | Amount |
|---------|-----------|-------------|------|--------|
| 1       |           |             |      |        |
| Total   |           |             |      |        |

**I SAY RECEIVED**

**M/S. NATIONAL ENTERPRISES**

through its Proprietor  
Mr. M. C. Babu  
(Promoter)

Witnesses:

1)

2)

**LIST OF AMENITIES: Annexure-5'**