

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at palghar, on this _____ day of _____ in the Christian year Two thousand _____

BETWEEN

- [1] Satyanarayan Chotusing Rajpurohit, Age - 55 Year [2] Ramsarisha Bajjal Jaiswal, Age - 49 years & [3] Anil Ramchandra Goyal, Age - 57 Years, Partner of Sunshine Builders, a partnership firm having its place of business at - Shop No.3, Sai-Aradhana Building, Near Sundaram School, Mahim Road, Palghar, Taluka & District - Palghar, hereinafter referred to as "THE PROMOTERS" (which expression shall, unless contrary to the context or meaning thereof, shall mean and include its partners, successors and assigns) of THE ONE PART,

AND

- [1] _____ Age _____
Years, PAN No. _____ Mobile No. _____ [2]
_____ Age - _____ Years, PAN
No. _____ Mobile No. _____ Address _____

Hereinafter referred to as "THE PURCHASER/S" (which expression shall unless contrary to the context of meaning thereof, shall mean and include in the case of individuals his/her/their heirs and legal representatives and in case of

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partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate Body, (its successors and assigns and in the case of the Trust its Trustees for the time being) OF THE OTHER PART

WHEREAS :-

- (a) The Promoters are owners and in lawful possession of the land bearing Survey No. 826, Plot No.141, admeasuring 830.37 Square Meters, Assessed at Rs.58.15 Ps. Lying, being and situated at revenue Village Mahim, Taluka and District- Palghar, hereinafter referred to as "the said plot"
- (b) The said Plot is/was purchased by the promoters from Baji Hariram Chawla and Prakash Hariram Chawla vide sale Deed dated 18/12/2012 registered on 24/12/2012 at Sr.No-10325/2012 in the office of Sub-Registrar, Palghar
- (c) Previously, said plot was purchased from M/s.Gurukrupa Estates by Mr.Vijay P.Sukhlja vide Deed of Conveyance dated 05/03/1983, registered on 21/11/1983 at Sr.No. R-679/1983, which plot was subsequently sold to Baji Hariram Chawla and Prakash Hariram Chawla Vide Deed of Conveyance dated 23/3/1988, registered on 22/8/1988 At Sr.No.BBM-794/1988, in the office of Sub-Registrar, Bombay (Old Custom House, Mumbai).
- (d) As per Mutation Entry No.18039 And 22274 aforesaid purchase of said Plot by Vijay Sukhlja and Baji Hariram Chawla & Prakash Hariram Chawla is recorded respectively.
- (e) As per Mutation Entry No.23538 entire land bearing Survey No.826 Part, admeasuring 1,52,745.56 Square Meter was converted into Non-Agricultural vide Order No.OP/NAP/SR/77, Dated 31/12/80 passed by Assistant Collector, Dahanu and vide Taluka Order No.Jaminbab/2/kaw/814, dated 17/7/2004 its layout was sanctioned in the name of (1) Anant Shankar Saltvadekar (2) Dattatraya Premchand Patil and (3) Nita Laxmikant Chauhan of Gurukrupa Estates.
- (f) As per Mutation Entry No.29057, purchase of aforementioned Plot by Promoters is recorded in the record of rights.
- (g) Further, the present Owners/Promoters had obtained No Objection Certificate for construction of Building in the aforementioned Plot vide Outward No.4572/2014, dated 27/8/2014 from Village Panchayat Mahim and also obtained residential and commercial use permission-cum-revised building permission and plan was sanctioned from the office of Collector, Palghar vide Order No.Mahsul/Kaksh./Ta.2/NAP/SR-137/14, dated 06/11/2015.
- (h) Further, as per the share of consideration paid in purchase of abovesaid plot i.e. (1) Salyanarayan Chotysingh Rajpurohit - 30 % (2) Ramsarikha

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Rajpal Jaiswal - 20 % (3) Anil Ramchandra Goyal - 50 %, they have entered into written partnership deed on the stamp paper purchased on 19/3/2013 in the name and style as "Sunshine Builders" and have started construction of building known as "Kusum Park".

- (e) The Promoters have entered into standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects.
- (f) The promoters have appointed structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the buildings.
- (g) Thus, the Promoters are entitled to sell the construction in the said buildings to be constructed on the said lands and to enter into agreement/s with the purchaser/s of shops/flat in the said buildings and to receive the sale price in respect thereof.
- (h) The Purchaser being interested in purchasing a premises in the building/s being constructed in the aforementioned lands, demanded from the Promoters and the promoters have given inspection to the Purchaser of all the documents of title relating to the said land, the relevant orders, and the approved plans, designs and specifications prepared by the Promoter's Architect and all other documents.
- (i) The Promoters have also annexed with this agreement all the relevant documents.
- (j) The Promoters are entering into similar separate agreements with the several other persons and parties for the sale of premises in the said buildings.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- a. The Promoters are constructing the building having two wings known as "Kusum Park" on the Plot in accordance with the plans approved by the competent revenue authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned revenue authority. The Promoters have the right to amend and/or modify the said plans for smooth and better development of the said lands without any reference to the Purchaser.
- b. The Purchaser agrees to purchase from the Promoters and the Promoters agree to sell to the Purchaser Shop/Flat No. _____ of Carpet area, admeasuring _____ Sq.Mtrs. i.e. Built-up area admeasuring _____ Sq.Mtrs.) (which is inclusive of the area of balconies) on _____ floor as shown in the Floor Plan thereof hereto annexed in the "Kusum Park" Building Wing" _____. (the aforesaid shop/flat is hereinafter referred to as

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(Signature) 2 Anil Ramchandra Goyal

"the said premises" for the price of Rs. _____
(Rupees _____) including the proportionate price of the common areas and facilities appurtenant to the said premises, which consideration amount is agreed to be paid by the purchaser to the promoter as under:

Payment Schedule:-

5%	At the time of booking	RS. _____
15%	At the time of plinth	RS. _____
10%	On completion of 1st slab	RS. _____
10%	On completion of 2nd slab	RS. _____
10%	On completion of 3rd slab	RS. _____
10%	On completion of 3rd raised slab	RS. _____
15%	On completion of brick work	RS. _____
10%	On completion of outer plaster	RS. _____
5%	On completion of inner plaster	RS. _____
5%	On completion of tiling and finishing work plumbing, electrical	RS. _____
5%	On possession	RS. _____

OR

- b. The Purchaser at the time execution of this agreement has paid earnest amount of Rs. _____ (Rupees _____) by Cash / Cheque No. _____, dated _____ of _____ Bank _____ Branch, and balance consideration of Rs. _____ is paid/agreed to be paid as and by way of post-dated cheques mentioned below, or by obtaining loan from bank or any financial institution within period of _____ months from the date of execution/registration of agreement, of which cheques shall be disbursed as per abovementioned payment schedule as per certificate of completion of construction work as provided by the Architect and cheques will be subject to the realization and obtainment of loan will be subject to the papers/documents

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Submitted by the purchaser/s, and if cheques/s is/are not honoured on the due date and/or loan is not sanctioned within stipulated period, this agreement will stand cancelled and the promoters shall be free to re-sell the said premises to the other intending purchasers.

- c. The Purchaser agrees to pay to the Promoters the aforesaid installments within 15 days from the date of sending S.M.S. Mobile Number mentioned in this agreement, which Mobile Number if changed shall be communicated to the promoter in writing by the purchaser/s. Beyond 15 days, the Purchaser shall pay to the Promoters interest @ 18% per annum on the amounts due and falling in arrears. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Promoters shall have the absolute right to cancel this agreement and forfeit the earnest or paid installment amount. And further, if purchaser is interested in the premises, then new/ fresh agreement will be executed and registered at the cost and expenses of the purchaser/s and as per the prevailing rate/value of the premises, which will be decided by the promoters alone.
- d. On the Purchaser committing default in payment on the due date of any installment due and payable by the Purchaser to the Promoters under this Agreement, and the Purchaser committing breach of any of the terms herein contained, the Promoters shall be at liberty to terminate this agreement by giving 7 days prior notice in writing. On termination of this agreement, the Promoters shall deduct 15% amount and refund to the purchaser the balance amount of installment paid towards the consideration within 6 months from the date of termination or after re-sale of the said premises, whichever is later. However, the Promoters shall not be liable to pay any interest on the amount so refunded. Further, the Promoters shall not be liable to reimburse to the Purchaser Charges like stamp duty, registration fees, brokerage, amount of extra work being done in the premises and all other incidental charges and expenses. Upon the termination of this agreement, under this clause, the Promoters shall be at liberty to sell the said flat to any other person of their choice and at such price as the Promoters may deem fit and the purchaser shall not object to the same.
- e. In case only booking amount is paid without execution or registration of formal agreement and booking is cancelled, then 15% amount will be deducted from the booking amount as administrative charges and balance amount will be paid by cash/cheque to the Purchaser/s.
- f. The fixtures, fittings, and amenities to be provided by the Promoters in the said building and the premises are those that are set out in the schedule hereunder written.

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- g. Further, the Purchaser hereby agrees that if the possession is delayed due to:-
- (a) Reasons beyond the control of the Promoters, or
 - (b) Non-availability of steel, cement, sand (Retl), Muram, bricks or any such building material or by reason of war, civil commotion or any act of god or any prohibitory order of any Court against development of property or,
 - (c) Any notice, order, rules, notification of the Government and/or other public or competent authority or
 - (d) Any injunction or stay order of the Court or any executive body, or
 - (e) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (f) Delay in grant of any NOC/permission/license/connection for installation of any services such as electricity, water, its connections, transformer and meters to the project / flat/ road or completion certificate from appropriate authority; or
 - (g) Delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the promoters to terminate this agreement as mentioned hereinabove.)

In that event, the period of possession will automatically stand extended.

- h. The Purchaser shall take possession of the premises upon the said premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 8 days of the promoters by sending message through electronic communication intimating that the said premises is ready for use and occupation.
- i. The purchaser shall use the premises or any part thereof or permit the same to be used for the purpose as aforesaid and will use the parking space, if any provided by the Promoter by entering into separate agreement, only for the purpose of keeping or parking the purchaser's own vehicle and not for any other purpose.
- j. The purchaser alongwith other purchasers of premises in the building/s shall join in forming and registering an Association of Apartment owners or a society or a limited company (sole option being with the Promoters herein) as may be decided by the Promoters to be known by such name as the Promoters may decide and which will be approved by the registrar of Co-Operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Promoters within seven days of the same being forwarded by the

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Promoters to the Purchaser, so as to enable the Promoters to register the organization of the Purchasers.

- k. The Promoters at their sole discretion will form one or more society or federation of societies or limited company as aforesaid and will transfer to the Association/ Society or a limited company all the rights, title and interest of the Promoters in the said lands or part of land, together with the building thereon by obtaining/ or executing the necessary deed of Conveyance in favour of the said society or limited company as the case may be and such Deed of conveyance shall be in accordance with the terms and provisions of the present agreement.
- l. The Purchaser further agrees and accepts that after the grant of Building Occupation Certificate by competent local/revenue authority or as may be Directed by the Promoters, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) and all outgoings in respect of the said lands and building viz. local taxes, betterment charges, property tax or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges to respect of common amenities, water charges, electricity charges, insurance, common light repairs and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company or Association of persons is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the flat Purchaser's share is so determined the Purchaser shall pay to the Promoters provisional monthly contribution of RS. _____/- per month towards the said outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of society or a limited company as aforesaid. Unless the Purchaser has deposited with the Promoters an amount of Rs. _____/- by way of provisional deposit, for the initial period from the date of Building Completion/ Occupancy Certificate or the said premises being ready for possession, as the case may be, towards the aforesaid outgoings, the Promoters shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that, the aforesaid initial deposit does not include the dues for the electricity bill, water bill, house tax etc. for the purchaser's premises. The Purchaser shall be liable to pay electricity bill, water bill of individual meters separately. If it is found by the Promoters that the said deposit is not adequate or it is likely to be finished very soon, the Promoters shall have the right to demand the payment of additional deposit from the purchaser, and the Purchaser

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hereby agrees to meet such requisition immediately without protest. However, as soon as possible the Promoters shall form an ad hoc Committee of the Purchasers to which the account of expenses so incurred in this deed shall be handed over, together with surplus, if any. The said ad hoc committee thereafter shall be responsible for looking after the said property and operate the bank account till the formation of a registered co-operative society/Association of Apartment owners or the limited company, as the case may be. Thereafter, it is for the selected body of managing committee of the society or the Association of the Apartment or the limited company to decide about the quantum of monthly contribution towards maintenance charges etc. The Purchaser further agrees that, the promoter will get imposed tax from the local authority subject to the applicability of law & rules and requirement of the documents etc. by the local authority, in case, imposition of property tax i.e. gharpatti is delayed for any reason, then promoter shall not held responsible. The purchaser further agrees that, availability of drinking water, street lights, service road, common drainage, lifting garbage etc. is subject to the supply, sanction and service provided by the local authority. In case, the said facility is not made available, the promoter shall not be held liable.

- m. The Purchaser shall on or before delivery of possession if the said premises also keep deposited with the Promoters the following amounts:-

(i)	Rs. _____/-	For deposit of electric transformer, electric meter, cable, water meter, share money, application/entrance fee of the Society, Federation or Limited Company; and registration of the Society, Federation or limited company.
(ii)	Rs. _____/-	Towards Vat (Value Added Tax) and/or service tax, subject to the increase in payment of said tax, which the purchaser agree and admit to pay the increased tax in future.
(iii)	Rs. _____/-	For legal Charges;
(iv)	Rs. _____/-	For conveyance of the land beneath the buildings in favour of society, federation or company.

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12. The Purchaser himself with intention to bind himself and all persons into whomsoever hands the said premises come and his/her/their successors-in-title doth hereby covenant with Promoters as follows:-

- (a) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the building in which the said premises are situated.
- (b) Not to store in the said premises 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 premises are situated or storing of which good is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.
- (c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye - laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. in the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and

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shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC panels or other structural members in the premises without prior written permission of the Promoters and/or society or the limited company or the local authority as the case may be.

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the building in which the said premises are situate.
- (f) Pay to the Promoters within 7 days of demand by the Promoters, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises are situate. And not to use electric meter of the building/s either in the name of promoter or society for marble cutting, making furniture, etc. and for running any other electrical appliances for the interior or exterior decoration of the purchaser's premises, and if found in illegal use and consumption of the electricity, the purchaser shall be liable to pay the penalty and shall face the legal consequences thereof.
- (g) To bear and pay increase in local taxes, water charges, insurance, service tax, VAT and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Purchaser or otherwise.
- (h) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters and not otherwise. Further, the purchaser shall not give the premises on leave and license basis without obtaining NOC from the promoter or society, for which the purchaser or his licensee has to pay NOC amount and additional amount as non-occupancy charges and any such leave and license agreement shall be compulsorily registered with the office of Sub-Registrar, Palghar.
- (i) The Purchaser hereby undertake that Purchaser will not carry on any business/profession in the agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/antinational etc., which may tarnish the reputation of the PROMOTERS and cause nuisance to neighbouring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal

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business/es in the said flat whether directly or indirectly through his/her/their agent or tenant, the PROMOTES shall be entitled to cancel this agreement in the interest of public peace and tranquility and have the Purchaser evicted from the Shop/Flat.

- (j) The Purchaser shall always permit the Promoters and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof to repair and remove any disrepair and to consume and utilize additional FSI by constructing floor, flats, shops etc.
- (k) It is further agreed by the purchaser that, in future, if FSI is increased and TDR is available then, the promoter will be having sole right to utilize it, and the individual flat/shop purchaser/s and/or their body shall not lay any claim upon the additional FSI & TDR and shall not object and obstruct the promoter for consuming and utilizing it.
- (l) It is further agreed by the purchaser that, the promoter shall have sole right to sell the additional FSI. So also, the promoter shall have right to use, construct and sell TDR of this building in another building and of another building in this building.
- (m) The Purchaser shall observe and perform all the rules and regulation which the society/limited company may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observation and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions lay down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoing payable by him in accordance with the terms of the agreement.
- (n) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold flats/parking spaces, common areas, etc. shall be the property of the promoters until the whole of the said plot/lands and or any part thereof with building constructed.

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thereon is transferred to the Co-Operative society/limited company as mentioned herein.

- (p) Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Promoters.
- (q) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by SMS or any other electronic means of communication.
- (r) The Purchaser agrees and accepts that if the carpet area of the premises is found to be less upto 2% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.
- (s) The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.
- (t) All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this agreement shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.

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SCHEDULE

The details of fixtures, fitting and amenities to be provided by the Promoters in the said flat and in the said building.

LIST OF AMENITIES

- 2' X 2' Ceramic Flooring Tiles in all Room.
- Granite Kitchen Platform with S.S Sink and 7' Height Dado.
- W.C and Bath Tiles with Door height Coloured Glazed Tiles Dado.
- W.C and Bath Opening Marble frame with Water Proof doors.
- Concealed Plumbing with Latest Fitting.
- Concealed Electric Copper Wiring with Sufficient Point.
- Anodized Aluminium Sliding Window with Marble Sill.
- Decorative Main Door.
- Ground Floor Parking with Paved checkered Tiles.
- Surrounding Compound wall with gate.
- Septic Tank Soak pit in Sufficient Size.

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HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE
MENTIONED.

The Common Seal of the
Withinnamed THE PROMOTER
Sunshine Builders
THROUGH ITS PARTNER

In the presence of _____

1) _____

2) _____

SIGNED, SEALED AND DELIVERED BY
The withinnamed THE PURCHASER/S

In the presence of _____

1) _____

2) _____

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21/02/19 2nd Floor 10/10/19

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