

RISHABH DEVELOPER

Shop No. 3, Bhadrika Ashram Building, 1st Khetwadi,
Mumbai – 400 004.

+++++

Date : _____

ALLOTMENT LETTER

To,

Ref: Allotment of _____ BHK Flat No. _____ - in our project “ KANANK HEIGHTS “ On plot C.S. NO. 793, Girgaum- Div, D-ward, 2/8, 6th Khetwadi Lane, Mumbai – 400 004.

Madam & Sir,

At your request , we are pleased to allot you _____ BHK Flat No. _____ on _____ Floor having an area of _____ Sq. Ft. Carpet along with _____ parking slot in Mechanical Stacker parking in our above referred project for total consideration of Rs. _____/- (Rupees _____ only). We confirm that we have received Rs. _____/- (Rupees _____ only) as booking payment towards the same with Following details : -

Date	Cheque No.	Bank Name/Branch	Amount
		TOTAL	

The remaining balance payment will be made by you as per the payment schedule mentioned in the Agreement.

In addition to the aforesaid consideration you shall be liable to pay your share of share application money, Society formation charges, stamp duty and registration charges or any other expenses incidental thereto. If any other Government levy or taxes as are leviable in respect of the aforesaid premises you shall be liable and responsible to make payment of the same or in case we have made the payment in that regard you shall reimburse the said amount immediately on being called upon to do so.

Regular printed Agreement for sale of premises in respect of the aforesaid office under provision of MOFA & RERA ACT will be entered with you and the same will be stamped and registered by you and cost for the same shall be borne and paid by you only. You shall pay all the necessary fees, charges and payments to be made under the said regular printed Agreement for sale.

You have further confirmed that you shall pay all applicable charges to the enjoy the benefits and advantages of the amenities such as Parking.

Immediately after execution of regular Agreement for Sale between us this allotment letter shall have no effect and will be treated as null & void.

By putting your signature at the foot of this writing/ letter you are confirming and agreeing to the terms and conditions as mentioned herein.

Thanking you with Kind Regards

For M/s Rishabh Developer

Proprietor

I/WE Confirm the same

Name of Purchaser

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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day **JULY** in the Christian year Two Thousand **Seventeen** between **M/S. RISHABH DEVELOPERS** through its Proprietor Shantilal Mishrimal Chandan having its offices at 3, Badrikashram Building., 1st Khetwadi Lane, Near Alankar Cinema, Mumbai - 400 004, hereinafter referred to as "THE OWNER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and included its successors of the One Part.

AND

_____ Age _____ of
Delhi Indian Inhabitants, presently
residing at _____ ,
hereinafter referred to as the
"PURCHASER" (which expression shall
unless it be repugnant to the context or
meaning thereof be deemed to mean and
included his/her/their respective heirs
executors administrators of the Other
Part.

WHEREAS: -

(a) The Owner by Deed of Conveyance dated
22nd September 2004 has purchased
immoveable property and become sole and
absolute owner of the property known as
Hawaldar Building situated at 6th

Khetwadi Lane, Mumbai - 400 004 and all
piece and parcel of and or ground of the
quit and ground rent tenure admeasuring
266 and 6/9 sq. yard i.e. 223.23
sq.meters same is registrar in the book
of Collector of Land Revenue under the
old number 756 new survey no.5447 bearing
cadastral survey No.793 of Girgaon
Division and assessed by the Assessor and
Collector of municipal rate and taxes
under the D ward no.1954 street no.2-4-B
and more particularly described in the
schedule here under written and
hereinafter referred to as 'The Said
Property" & "The Said Building".

(b) The Owner is the owner of the
property more particularly described in
the First Schedule hereunder written and
delineated with red colour boundary line
or the plan annexed hereto and marked
"A'.

(c) The Owner has constructed on the said property more particularly described in the First Schedule hereunder written a new multi storied building known as KANAK HEIGHTS consisting of ground floor and Twenty Three upper floors (hereinafter referred to as "The said building).

(d) The Owner has entered into a 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.

(e) The Owner has appointed a structural Engineer for the preparation of the structural design and drawings of the Buildings and the Owners accepts the professional supervision of the Architect and the structural Engineer, which may be appointed from time to time till the completion of the building.

(f) The necessary building plans have been sanctioned by Municipal Corporation of Greater Mumbai (M.C.G.M. vide their I.O.D. bearing No.EB4779/D/A dated 24.5.2013 has also issued Commencement Certificate bearing No. EEBPC/4779/D/A dated 10.9.2013 and extended Dated 25th June 2014 in respect of the said property more particularly described in the Second Schedule hereunder written, a copy hereof is annexed hereto and marked "B1" and "B2".

(g) The Purchasers demanded from the Owner and the Owner have given inspection to the Purchaser/s of all the documents of title relating to the said property plans designs and specifications prepared by the owners Architects M/s. P.R. Dharja and Associates and of such other documents as are specified under the

Maharashtra Ownership Flats (Regulation of the Promotion of Constitution, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "The said Act") and the rules made there under.

(h) The copies of certificate of Title issued by the Advocates & Solicitors of the Owner, copies of property card showing the nature of the said property on which the flats are to be constructed and the copy of the plan of the Flat agreed to be purchased by the Purchasers approved by the concerned local authority have been annexed hereto and marked "C' to "F' respectively. The said building has been completed in all respects and water, electricity has also been obtained by the Owner herein.

(i) The Purchasers applied to the Owner

for allotment to the Purchasers Flat No. _____ in aggregated on _____ floor in building to be known as "KANAK HEIGHT" to be constructed on the property more particularly described in the First Schedule hereunder written.

(j) Replying upon the said application, declaration and agreement, the Owner has agreed to sell to the Purchasers a Flat at the price and on the terms and conditions hereinafter appearing.

(k) Prior to the execution of these presents the Purchasers have paid to the Owners a sum of Rs. _____/-
(**Rupees** _____ **only**) being part payment of the sale price of the Flat agreed to be sold by the Owners to the Purchasers (the payment and receipt whereof the Owners doth hereby admit and acknowledge).

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The balance consideration of Rs.

_____/ - (Rs.

_____ only) shall be paid by the purchaser within one month from the date of registration of this presents.

(1) Under section 4 of the said Act the Owner is required to execute a written Agreement for Sale of said flat to the Purchasers being in fact these presents and also to register said agreement under the Indian Registration Act, 1908.

(m) Permanent Account Number of the parties hereto are as under :-

RISHABH DEVELOPERS

ACYPC6606Q

SHANTILAL M. CHANDAN

J) (PURCHASER) The Owners/Developers have registered the project under the provision of the Real Estate Regulation and Development Act, 2016 with Real Estate Authority At _____ on _____ under

Registration

No.

_____.

K) The Owners/Developers are required to execute written Agreement for Sale this present agreement under section 13 of the said residential Flat/shop being in this fact present and also to register said agreement under the Registration Act, 1908.

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

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1. The Owner has constructed and completed in all respects the said building **is known** as "KANAK HEIGHT" consisting of Twenty three or more upper floors on the property more particularly described in the First Scheduled hereunder written in accordance with the

plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchasers with only such variations and modifications as the Owners may consider necessary or as may be required by the concerned local Authority/the Government to be made in them or any of them.

PROVIDED that the Owner shall obtain prior consent in writing to the Purchasers in respect of such variations or modifications which may reduce the area of this Flat and not otherwise and

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the Owners are hereby accorded irrevocable consent for the same.

2. The Purchaser hereby agrees to purchase from the Owner hereby agrees to sell to the Purchaser a Flat No. _____ in aggregate admeasuring _____ sq.ft. Carpet area as shown on the

floor plan thereof hereto annexed and marked "F" in the building is known as "KANAK HEIGHTS" (herein referred to as the "Flat") for the price of Rs. _____ /- (Rupees
_____ ONLY)

including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities pertaining to the said flat which is more particularly described in Second Schedule hereunder written.

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3. The Purchaser shall use the flat or any parking there or permit the same to be used only for purpose of residing only. He shall use the open parking space only for purpose of keeping or parking

the purchaser own vehicle and not for other purpose.

The Purchaser hereby agrees to pay to the Owners purchase price of **Rs. _____/-** (Rupees Sixty Eight Lacs only) in the following manner:

(A) Earnest Money : **Rs.**

_____ /-

within 1 month from the date of registration of this present.

4. The Owner hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority at the time

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of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concern local authority

occupation and/or completion certificate in respect of the Flat.

5. The owner hereby declare that the Floor Space Index available in respect of the said land is used here only and that no part of the said the owners elsewhere for any purpose whatsoever. It is specifically agreed that the Developers shall be entitled to obtain Transferable Development Rights(T.D.R.) under Development Control Rules 1991 and utilise the same on the said land more particularly described in the First Schedule hereunder written. The residual F.A.R. (F.S.I.) in the plot or the layout

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not consumed will be available to the Owners till full utilization thereof and the Purchaser/s herein and/or society shall not have any claim, right,

title and interest therein in any manner howsoever.

6. The Owner hereby agree that they shall, before handing over possession of the Flat to the Purchasers and in any event before execution of a conveyance of the said property in favors of a corporate body to be formed by the purchasers of Flats in the building to be constructed on the said land make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said property and shall, as far as practicable, ensure that

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the said property is free from all encumbrances and that the Owners have absolute clear and marketable title to the said property so as do enable me to

convey to the said society/limited company such absolute, clear and marketable title on the execution of a conveyance of the said property by the Owners in favors of the said society/Limited Company.

7. The Purchasers agree to pay to the Owner interest at 18 percent per annum's on all the amounts which become due and payable by the Purchasers to the Owners under the terms of this agreement from the date the said amount is payable by the Purchasers to the Owners.

8. On the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the

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Owners under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchasers

committing breach of any of the terms and conditions herein contained, the Owners shall be entitled at its own option to terminate this Agreement. PROVIDED always that the power of termination herein before contained shall not be exercised by the Owners unless and until the Owners shall have given to the Purchasers fifteen (15) days prior notice in writing of this 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 and default shall have been made by the Purchasers in remedying such breach or breaches within

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a reasonable time after the giving of such notice PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Owners shall refund to the

Purchasers the installments of sale price of the Flat which may till then have been paid by the Purchasers to the Owners save and except earnest of deposit paid on or before execution of these presents but the Owners shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon termination of this agreement and refund (75%) of aforesaid amount by the Owners, the owners shall be at liberty to dispose of and sell the Flat to such person and at such price as the Owners may in his absolute discretion think fit.

9. The fixtures, fittings and amenities

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To be provided by the Owners in the said building and the Flat are those that are set out in the THIRD SCHEDULE hereunder written.

10. The Owner shall give possession of the Flat to the Purchasers only after receiving full consideration. If the Owners fail or neglect to give possession of the Flat to the Purchasers on account of reasons beyond his control and/or of this agents as per the provisions of section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Owners shall be liable on demand to refund to the Purchasers the amounts already received by him in receipt of the Flat with simple interest at Nine per cent, per annum from the date of receipt of such notice till the date

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The amount and interest thereon is repaid. PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have

been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Owners to the Purchasers they shall subject to prior encumbrances if any be a charge on the said flat PROVIDED that the Owners shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date if the completion of buildings in which the Flat is to be situated is delayed on account of -

(i) Non-availability of steel, cement, other building material, water of electricity supply;

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(ii) War civil commotion or act of God;
(iii) any notice, order, rule notification of the Government and/or other public or competent authority(The

provisions of this proviso are not mandatory but negotiable).

(iv) For any reasons beyond the control of the Owners.

11. The Purchaser shall give possession of the said Flat for carrying fit outs works. PROVIDED THAT if within a period of three years from the date of handing over the Flat the Purchasers bring notice to Owners if any structural defect in the Flat or the building in which the Flat are situated or any unauthorized change in the construction (if any) undertaken by the Owners in the said

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Building, then, wherever possible be rectified by the Owners at its own cost and in case it will happen at the time of renovation.

12. The Purchasers shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the open parking space only for purpose of for keeping or parking the Purchasers own vehicle and for no other purpose.

13. The Purchasers covenant not to use the Flat to carry on any business/activity which is gambling by nature. It is agreed by and between the parties thereto that the society/limited company which may be formed by all the Purchasers shall also contain aforesaid covenant and consequences of breach thereof which shall be accepted and

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Observed by the Purchasers without any objection and demur. It is further agreed by and between the parties hereto that the Conveyance which may be caused to be

executed in favor of the society/limited company formed by all the Purchasers shall also contain covenant to the aforesaid effect.

14. It is agreed between the parties hereto that till the completion of project and execution of Conveyance of the said property all the open spaces for parking shall be the sole property of the Owner's be entitled to allot and/or sell and/or dispose of the same in any manner, as the Owners may desire. It is also further agreed between the parties that the Purchasers herein shall never object for completing the construction of balance FSI if any of the said building

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by the Owners. It is further agreed between the parties hereto that the Owners shall be entitled to lease out such portion of the wall for displaying

hoarding boards for the rent and for such period the Owners may deem fit and proper and appropriate the profit thereof without being liable to render the account to anybody in that behalf. It is further agreed by and between the parties hereto that the Owners doth hereby retain the rights of leasing the walls for displaying the hoarding boards in their favour and/or in favour of their nominee and such covenants shall be incorporated in the Conveyance to be executed in favour of the Society/Limited Company as the case may be.

15. The Purchasers along with other Purchasers of Flats in the building shall

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join in forming and registering the society or a limited Company to be known by such name as the Purchasers may decide and for this purpose also from time to

time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or Limited company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Owners within 7(seven)days of the same, being forwarded by the Owners to the Purchasers. So as to enable Owners to register the organization of the Purchasers under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of

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The Promotion of construction, Sale Management and Transfer) Rules, 1964. No Objection shall be taken by the Purchasers if any changes or

modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Society/Companies.

16. The Owners shall within six months to 1 year of completion of the building and handing over the possession of all the Flats and receipt of full considerations receivable by Owners from all the Purchasers as aforesaid cause to be transferred to the Society or limited company as the case may be all the right title and interest of the Owners and or the owner in the all part of the said property together with building/s by

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Obtaining or executing the necessary conveyance of the said land for to the extent as may be permitted by the authorities and the said building in

favour of such Society or Limited Company, as the case may be such Conveyance shall be in keeping with the terms and provisions of this Agreement.

17. Commencing a week after notice in writing is given by the Owners to the Purchasers that the Flat is ready for use and occupation, and/or from date of possession the Purchasers shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Flat of outgoings in respect of the said property and building/s namely local taxes, betterment charges or such levies by the concern local authority and/or Government water charges, insurance,

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common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and

maintenance of the said property and building/s. Until the Solicit/Limited Company is formed and the said land and building/s transferred to it, the Purchasers shall pay to the Owners such proportionate share of outgoings as may be determined. The Purchasers further agree that till the Purchasers share is so determined the Purchasers shall pay to the Owners provisional monthly contribution of appx Rs.5,000/per month towards the outgoings. The amounts so paid by the Purchasers to the Owners shall not carry any interest and remain with the Owners until a conveyance is executed in favour of the society or a

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Limited company as aforesaid, subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deduction

provided for this agreement) shall be paid over by the Owners to the Society or the Limited Company, as the case may be. The Purchasers undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

18. The Purchasers shall on or before delivery of possession of the said premises keep deposited with the Owners the following amounts:

(i) Legal charges EXTRA CHARGE

(ii) share money application EXTRA

entrance fee of the Society or
Limited Company

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(iii)Rs._____ /- for formation and
registration charges extra of the society
or Limited Company

(iv)Rs._____ /- for proportionate share of taxes and other charges

(v) Towards deposit for electric meter/water meter and misc.

Expenditure extra in that behalf.

(vi)Service tax extra, GST as per govt. rules and/or whichever is applicable

(vii)1% Vat of agreement value as per govt rules

19. The Owner shall utilize the aggregate sum of Rs._____ /- paid by the Purchasers under clause 17(i) and (iii) above to the Owners for meeting all legal costs, charges and expenses, including professional costs of the Attorney at-law/Advocates of the Owners in connection with formation of the said society or as

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the case may be Limited Company, preparing it rules, regulations and bye-law and the cost of preparing and

engrossing this agreement and the conveyance, without being liable to render the account for the same whether to Purchasers and/or to the Society/Limited Company as the case may be.

20. The Purchasers for himself herself/themselves with intention to bring all persons into the said Flat doth hereby covenant with the Owners as follows:-

(a) To maintain the Purchasers own cost and good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which are the Flat is

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situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local of any other

authority or change/alter or make addition in or to the building in which the Flat itself or any part thereof.

(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Flat is situated or storing of which goods is objected to by the concerned local other authority and shall not carry or cause to be carried heavy packages/items/material whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the

Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account

of negligence or default of the Flat Purchasers shall be liable for the consequences of the Breach.

(c) To carry at their own cost all internal repairs to the said Flat and maintain the Flat

in the same condition, state and order in which it was delivered by the Owner to the Purchasers and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchasers committing any act in contravention of the above provision, the

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Purchasers shall be responsible and liable for the consequences, thereof to

be concerned local authority and or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, situated and

shall not chisel or in any other manner damage to column, beams, walls, slabs or

RCC, pardis or other structural members in the Flat without the prior written permission of the Owners and/or the society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Flat is situate any part thereof whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the said land and the building in which the Flat is situated.

(g) Pay to the Owners with Seven days of

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demand by the Owners, his share of security deposit demanded by concerned

local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 Flat by Purchasers viz. user for any purposes other than or residential purpose.

(i) The Purchases shall not let, sublet., transfer, assign or part with Purchasers interest or benefit factor of this agreement or part with the possessions of the Flat until all the dues payable by

The Flat Purchasers to the Owners under this Agreement are fully paid up and only

if the Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchasers has intimated in writing to the Owners.

(j) The Purchasers shall observe and perform all the rules and regulations which the society or the limited Company 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 flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall

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Also observe and perform all the stipulation and conditions laid down by

the society/Limited Company regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

(k) The Conveyance of Building in which the Flat is situated is executed the Purchasers shall permit the Owners 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 condition thereof.

21. The Owner shall maintain a separate account in respect of sums received by

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the Owners from the Purchasers as advance or deposit, sums received on account of

the share capital for promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

23. The Purchasers and or the Owners

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Shall present this Agreement as well as the conveyance at the proper Registration

office of registration within the time limit prescribed by the Registration Act and the Owners will attend such office and admit execution thereof.

24. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers, by registered Post A.D. under Certificate of Posting at his/her address specified below.

A/124 1ST FLOOR
SHARDA PURI
RAMESH NAGAR WEST
DELHI 110015

25. It is also understood and agreed by and between the parties hereto the terrace space in front of or adjacent to the terrace Flat in the said building, if

Any shall belong exclusive to the respective Purchasers of the terrace Flat

and such terrace space are intended for the exclusive use of the respective terrace Purchasers. The said terrace shall not be enclosed by the Purchasers till the permission in writing is obtained from the concerned Municipal Department or the society or as the case may be.

26. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made there under said Act and the Rules made there under.

27. C.C Compliance No 10. Will be done at the time of formation of the Socieity.

28. All stamp and registration charges and all costs charges and expenses

Payable to the Attorney at law and/or the Conveyance in respect of the land and

building shall be borne and paid by the Purchasers and/or the limited company and the Owners shall not be liable for the same.

29. It is agreed by and between the parties hereto that Service Tax payable under Service Tax Act, 1994 shall be the sole and exclusive liability of the Purchaser/s to the exclusion of the Owners herein. It is agreed by and between the parties hereto that the Purchaser/s shall simultaneously with the payment of every installments also issue Banker's cheque in favour of the Owners towards the Service Tax at the prevalent rate at the relevant time and the Owners shall make arrangement of payment thereof in accordance to the laws. In the event of

Higher Service Tax being attracted and/or payable the same shall also be borne and paid by the Purchaser/s without recourse to the Owners herein. It is carried that separate cheque given for the payment of service tax is not and do not form part of the consideration but is on more payment to be effected by the part Purchaser/s to the Promoter towards the liability of the Flat Purchaser/s to pay the service Tax under the law.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of Foras Land or ground (Cess whereof has been redeemed) together with the misusage tenement or dwelling house standing therein situate lying and being at 6th Khetwadi Lane, Mumbai - 4, outer the Fort in the Registration Sub-District of Bombay and of Bombay City and Bombay

Suburban containing by admeasurements 266 square yards equivalent to 223.23 square meters or thereabouts and registered in the Books of the Collector of Land Revenue under Collector's Old No. 2025 and Collector's new No. 9152, New Survey No.756 bearing Cadastral Survey No.793 of Girgaum Division and assessed by the Assessor and Collector and Collector of Municipal Rates and Taxes under D Ward No. 1954 and Street No.2-4B.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat **No.**_____ in aggregate on _____ floor in building to be known as "KANAK HEIGHT" admeasuring _____ sq ft. carpet area.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Building will be of R.C.C. framed structure and Bore well will be provided in the Compound. All external walls will

be of solid concrete blocks/bricks wall, masonry and internal walls will be of brick masonry, outside will be furnished in sand face plaster with two coats of snow chem. Colour, inside will be finished with cement plaster with free coats of colour wash, stair case steps and landing will be provided with mosaic tiles with groove. Entrance to the stair case on grounds floor will be finished in mosaic/tiles. R.C.C. overhead and underground water storage tanks will be provided as per MMC Rules, Pumps and Electric fittings. Open electric point will be provided at main entrance to stair case at ground floor. Separate Electric meters will be provided for each flat. Meter box will be provided of teak wood only.

SIGNED SALED AND DELIVERED)

The within named OWNERS)

RISHAB DEVELOPERS)

Through its Proprietor)

SHANTILAL MISHRIMAL CHANDAN)

In the presence of

1.

2.

SIGNED SALED AND DELIVERED)

The within named FLAT PURCHASERS)

Mr. _____

In the presence of

1)

2)

Received the day and year first
hereinabove written a sum of **Rs.**

_____ (**Rupees** _____

Lakhs only) AS PER LIST ATTACHED

by way of payment on or before execution
of these presents from the within named.

Rs. _____/-

We say received

RISHABH DEVELOPERS

OWNER

-46-

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DATED THS ____ DAY OF july
2017

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RISHABH DEVELOPERS

OWNERS

And

Mr. _____

PURCHASERS

AGREEMENT FOR SALE