

Ground + Seven Upper

Village – Kalyan

Unit / Flat area –

sq.mt(Rera Carpet) + sq.mt(Encl.Bal) + sq.mt(OpenTerrace)
sq.ft(Rera Carpet) + sq.ft(Encl.Bal) + sq.ft(OpenTerrace)

Market Value –

Actual Value –

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this _____ day of _____, 201__.

BY AND BETWEEN

MR. SADASHIV CHINTAMANI AGALAVE, through his constituted Attorney **MRS. MEENA SADASHIV AGALAVE** Age: 48, Residing at: 1401, Regency Royale, Opp. Ganesh Mandir, Lal Chowki, Agra Road, Kalyan (w), hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors in title, executors and assigns) **OF THE ONE PART;**

And

Mr./Ms./
Mrs. _____,
Official _____ e-mail _____ ID _____
_____,
R/
o _____
_____, Income Tax PAN

JOINTLY WITH*

Mr./Ms./
Mrs. _____,
Official _____ e-mail _____ ID _____
_____,
R/
o _____
_____, Income Tax PAN

OR

(FOR FIRMS)

M/s. _____, a
partnership/ LLP, duly registered and having its office at

_____ through its Authorised Signatory and/or Partner Mr./Ms./Mrs.
_____, Official e-mail
ID of the Firm _____ having PAN
_____.

OR

(FOR COMPANIES)

_____, CIN:
_____, a Company duly registered under Companies Act,
1956/2013 having its registered office at

_____ and PAN _____ through its

duly Authorised Signatory Mr./ Ms./ Mrs. _____
_____, authorized by board resolution dated _____
_____ Official e-mail ID of the Company

Hereinafter referred to as the "**PURCHASER(S)**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their/its heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART;**

WHEREAS:

A. DESCRIPTION OF THE SAID ENTIRE PROPERTY:

All that pieces and parcels of land bearing CTS No. 1188 admeasuring 40.10 square meters (First Property), CTS No. 1189 admeasuring 182.30 square meters, (Second Property), CTS No. 1190 admeasuring 50.20 square meters (Third Property), CTS No. 1191 admeasuring 92 square meters (Fourth Property), CTS No. 1192 admeasuring 78.60 square meters (Fifth Property), CTS No. 1193 admeasuring 520.4 square meters (Sixth Property), CTS No. 1194/1 admeasuring 20.10 square meters (Seventh Property), CTS No. 1194/2 admeasuring 6.70 square meters (Eighth Property), CTS No. 1194/3 admeasuring 16.70 square meters (Ninth Property), CTS No. 1194/4 admeasuring 6.70 square meters (Tenth Property) and CTS No. 1195 A (P) admeasuring 75 square meters (Eleventh Property) admeasuring in aggregate 1088.80 square meters lying, being and situate at Village - Kalyan, Taluka - Kalyan and District Thane, within the Registration District and Sub-District Kalyan and also within the limits of Kalyan-Dombivli Municipal Corporation (KDMC), Maharashtra State (hereinafter collectively referred to as the "**Said Entire Property**") and more particularly described in the First Schedule hereunder written.

B. BRIEF HISTORY OF THE FIRST PROPERTY, SECOND PROPERTY THIRD PROPERTY AND FOURTH PROPERTY:

- B1** The First Property, Second Property, Third Property and Fourth Property were originally owned by Mrs. Radhabai Narayan Palnitkar.
- B2** Mr. Radhabai Narayan Palnitkar demised on August 04, 1956 leaving behind her legal heirs one son Mr. Chintaman Narayan Palnitkar, and 2 grandsons namely 1) Mr. Dhanjay Chintaman Palnitkar and 2) Mr. Madhav Chintaman Palnitkar.

- B3** Mr. Madhav Chintaman Palnitkar demised leaving behind him mother Shantabai Chintaman Palnitkar as his only legal heir.
- B4** Mr. Chintaman Narayan Palnitkar and his wife Mrs. Shantabai Chintaman Palnitkar demised leaving behind them their legal heirs viz. son 1) Mr. Dhananjay Chintaman Palnitkar and three daughters 1) Mrs. Shailaja Trambak Jogalekar, 2) Mrs. Mangala Yashwant Oak and 3) Mrs. Uttara Prabhakar Dev.
- B5** 1) Mr. Dhananjay Chintaman Palnitkar, 2) Mrs. Shailaja Trambak Jogalekar, 3) Mrs. Mangala Yashwant Oak and 4) Mrs. Uttara Prabhakar Dev have conveyed and transferred their share in the First Property, Second Property, Third Property and Fourth Property in favour of Mr. Chintamani Sadashiv Agalave, by executing Sale Deed dated September 03, 1987, which is duly registered with the Sub-Registrar of Assurances, Kalyan at serial no. 4343/1987.
- B6** Mr. Chintamani Sadashiv Agalave demised leaving behind him his legal heirs Son Mr. Sadashiv Chintamani Agalave and married daughter Mrs. Pooja Rajendra Ranade.
- B7** Mrs. Pooja Rajendra Ranade executed release Deed on August 12, 2013 and thereby relinquished her un-divided share with respect to First Property, Second Property, Third Property and Fourth Property in favour of her brother Mr. Sadashiv Chintamani Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/6152/2013.

C. BRIEF HISTORY OF THE FIFTH PROPERTY, SIXTH PROPERTY SEVENTH PROPERTY, EIGHTH PROPERTY NINTH PROPERTY AND TENTH PROPERTY:

- C1** The Fifth Property to Tenth Property was originally owned by Mr. Sadashiv Vaman Agalave.
- C2** Mr. Sadashiv Vaman Agalave demised on November 23, 1972 leaving behind him legal heir his wife Indirabai Sadashiv Agalave.
- C3** Indirabai Sadashiv Agalave demised leaving behind her legal heirs five sons 1) Mr. Chintamani Sadashiv Agalave, 2) Mr. Vasant Sadashiv Agalave, 3) Gajanan Sadashiv Agalave, 4) Mr. Ramchandra Sadashiv Agalave and 5) Mr. Laxman Sadashiv Agalave.

- C4** Mr. Vasant Sadashiv Agalave demised in or around 1947 and Mr. Laxman Agalave demised on March 14, 1989, leaving behind them their legal heirs brothers 1) Mr. Chintamani Sadashiv Agalave, 2) Gajanan Sadashiv Agalave, and 3) Mr. Ramchandra Sadashiv Agalave.
- C5** Mr. Chintamani Sadashiv Agalave demised on October 27, 2003 leaving behind him his legal heirs Son Mr. Sadashiv Chintamani Agalave and married daughter Mrs. Pooja Rajendra Ranade.
- C6** Mr. Gajanan Sadashiv Agalave demised leaving behind him his legal heirs wife Manisha Gajanan Agalave, two sons namely 1) Mr. Umesh Gajanan Agalave and 2) Mr. Mayuresh Gajanan Agalave, and one daughter 3) Dhanashree Gajanan Agalave.
- C7** Mr. Ramchandra Sadashiv Agalave executed Release Deed on February 29, 2012 and thereby relinquished his undivided share with respect to Fifth Property and Sixth Property in favour of Sadashiv Chintamani Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/3879/2012.
- C8** Mr. Ramchandra Sadashiv Agalave further executed Release Deed on February 29, 2012 and thereby relinquished his undivided share with respect to Seventh Property to Tenth Property in favour of Sadashiv Chintaman Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/3881/2012.
- C9** Smt. Manisha Gajanan Agalave, Mr. Mayuresh Gajanan Agalave, and Dhanashree Gajanan Agalave executed Release Deed on January 31, 2013 and thereby relinquished their undivided share with respect to Fifth Property to Tenth Property in favour of Mr. Umesh Gajanan Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/803/2013.
- C10** Mr. Umesh Gajanan Agalave executed Release Deed on March 05, 2013 and thereby relinquished his undivided share with respect to Fifth Property to Tenth Property in favour of Sadashiv Chintamani Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/1754/2013.
- C11** As per order of Superintendent of Land records bearing no. Na. Bhu./S.R./1480//2016/2651 dated October 16, 2016 and Nagar Bhumapan Kalyan

area of the Sixth Property recorded as 520.4 square meters instead 227.4 square meters.

D. BRIEF HISTORY OF THE ELEVENTH PROPERTY:

- D1** The Eleventh Property was originally owned by Mr. Yashwant Waman Rande and Ramchandra Sadashiv Agalave.
- D2** Mr. Narsiha Sakharam Ranade and others executed Conveyance Deed on January 02, 1964 in favour of Mr. Ramchandra Sadashiv Aglave in the respect of CTS No. 1195/A (p) for admeasuring 75 square meters, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN/181/1964.
- D3** Mr. Ramchandra Sadashiv Agalave had caused to be constructed structure known as Shahabaj Building by utilising FSI of Eleventh Property and certain portion of Seventh Property to Tenth Property. However, in order to avoid technical difficulties, Mr. Ramchandra Sadashiv Agalave has released his Right, Title and Interest in respect of Eleventh Property in favour of his nephew Mr. Sadashiv Chintamani Agalave by executing Release Deed on November 17, 2017, which is duly registered with the Sub-Registrar of Assurances, Kalyan at Serial No. KLN-2/12367/2017.

E. BRIEF HISTORY OF THE SAID ENTIRE PROPERTY:

- E1** Mr. Sadashiv Chintaman Agalave executed Power of Attorney dated May 05, 2011 in favour of Mrs. Meena Sadashiv Agalave, in respect of First Property to Fourth Property which is duly registered with Sub-Registration of Assurances, Thane at serial no. KLN-2/8927/2011.
- E2** Mrs. Pooja Rajendra Ranade executed Release Deed on August 12, 2013 and thereby relinquished her undivided share with respect to First Property to Tenth Property in favour of her brother Mr. Sadashiv Chintamani Agalave, which is duly registered with Sub-Registrar of Assurances, Kalyan at serial no. KLN-2/6152/2013.
- E3** Mr. Sadashiv Chintamani Agalave is the sole and exclusive owner of the Said Entire Property, however due to his pre occupancy with other personal and business commitments; promoter has appointed his wife Mrs. Meena Sadashiv Agalave as constituted attorney and further instructed her to look after the development activities and to comply with the statutory obligations.

- E4** Mr. Sadashiv Chintamani Agalave executed Power of Attorney dated August 23, 2013 in favour of Mrs. Meena Sadashiv Agalave, in respect of First Property to Tenth Property which is duly registered with Sub-Registration of Assurances, Kalyan at serial no. KLN-5/4813/2013. This Power of Attorney superseded Power executed on May 05, 2011.
- E5** The portion admeasuring 141.61 square meters from and out of Said Entire Property is affected by W.D.P. road and therefore the Promoter has surrendered the said affected portion from and out of the total area of the First Property to Sixth Property (part), by executing two Declarations cum Indemnity Bonds dated February 04, 2014 & dated April 04, 2018, in favour of KDMC which are duly registered with the Sub-Registrar of Assurances, Kalyan at serial no. KLN-1/1042/2014 & KLN-2/3847/2018 respectively.
- E6** Mr. Sadashiv Chintamani Agalave executed Power of Attorney dated November 20, 2017 in favour of Mrs. Meena Sadashiv Agalave, in respect of Said Entire Property which is duly registered with Sub-Registration of Assurances, Kalyan at serial no. KLN-2/12491/2017. This Power of Attorney superseded Power executed on August 23, 2013.

F. TITLE & DEVELOPMENT RIGHTS OF THE SAID ENTIRE PROPERTY:

The Promoter is the owners of and otherwise well and sufficiently entitled to develop the Said Entire Property. The Promoter is authorized and permitted to sell and transfer on ownership basis, various flats, apartments, tenements, units, premises in the buildings and structures to be constructed by the Promoter at his own cost on the Said Entire Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/transferees. The Promoter alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises and car parks constructed/provided there on to the Purchaser(s) /transferee(s)/allottee(s) thereof.

G. PROJECT:

The Promoter had proposed to construct 3 buildings i.e. A-wing, B-wing and C-wing. The Promoter has already completed the construction and development of Wing-A and obtained the Completion Certificate for the same. The KDMC has subsequently granted the Completion Certificate for

B Wing dated 29/10/2018 bearing no. KDMC/NRV/CC/KV/OCC/306/18

The Promoter reserves right to develop the C wing (small structure) in future and shall also be entitled to develop and utilize and remaining FSI of the Said Entire Property. The wing A, B and C includes offices units, flats/apartments, tenements, dwelling units and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto. The wing A, B and C being constructed in the Said Entire Property are known as “**Swami Chintamani**” and collectively referred to as the “**PROJECT**”. The Promoter has been developing the Said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s), Allottees and other transferees, in a phase wise manner and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s) /transferee(s) of the said Apartments.

H. APPROVALS AND PERMISSIONS:

KDMC has granted Commencement Certificate, which was revised from time to time from following manner:

Permission	Date & Certificate no.	Extent of permission
Commencement Certificate (C.C.)	08/03/2011 & KDMC/NRV/BP/KV/744-362	Ground/ Stilt plus First to Fifth (Part) upper floors in the respect of First to Fourth Property.
Amended Commencement Certificate (C.C.)	02/08/2013 KDMC/NRV/BP/KV/2013-14/95	Stilt plus First to six upper floors in the respect of First to Sixth Property.
Amended C.C.	14/01/2015 KDMC/NRV/BP/KV/2013-14/95/306	For construction of residential, commercial, society's office etc. in the respect of First to Sixth Property.
Revised C.C.	28/09/2017 KDMC/NRV/BP/KV/2013-14/95/135	Wing B: stilt +First to Sven upper floors (Residential + Commercial)

		Wing C: ground floor (Commercial)
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Copy of the last revised Commencement Certificate and Sanctioned Plan are attached hereto **Annexure “A”**. KDMC has approved designs, specifications, elevations, sections and details of the buildings, and while approving and sanctioning the same, the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Entire Property and constructing the said building. Upon due observance and performance of the terms and conditions laid down by the KDMC, the Completion/Occupation Certificates shall be granted by the said local authority. The Promoter has commenced construction of the said building in accordance with the said plans, designs and specifications.

The KDMC has granted Completion certificate for the Wing ‘B’ bearing no. KDMC/NRV/CC/KV/OCC/306/18 dated 29/10/2018. Copy of Completion certificate is attached hereto as **Annexure-B**

I. BUILDING PLANS / LAYOUT PLANS:

Promoter has specifically made it clear that Promoter shall be availing benefits of FSI, DR, TDR and premium FSI and thereby obtain permission of construction of additional floors in the C Wing of the building. The Promoter may change layout and building plan due to any directions/conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on Purchaser(s) and under such circumstances it shall not be necessary on the part of Promoter to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/layout plan of the Project as may be amended and approved from time to time shall supersede the presently sanctioned building plans attached hereto as **Annexure “A”** hereto.

J. ARCHITECT AND STRUCTURAL CONSULTANTS:

Promoter has entered into a standard agreement with **Santosh Madan and Associates** as Architects and Interior Designers (hereinafter referred to as **“The Architect”**), registered with the Council of Architects and the Promoter has also appointed a structural engineer **M/s. Chavare and Associates** for the preparation of the structural design and drawings of the said buildings.

K. PREMISES DETAILS:

The Purchaser(s) has/have applied to Promoter for allotment of Residential Flat/Office Unit No. _____admeasuring _____ square meters of RERA Carpet Area, along with enclosed balcony admeasuring ____ square meters and attached open terrace admeasuring _____ square meters on the _____ floor of building/ wing B (hereinafter referred to as the "**Said Premises**" and more particularly described in the Second Schedule hereunder written), in the project known as "**Swami Chintamani**" as shown in the Floor Plan thereof hereto annexed and marked as **Annexure "C"**, for the Sale Price of Rs. _____/- (Rupees

only). Relying upon the aforesaid application, Promoter has agreed to allot and sell to Purchaser(s), the Said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

L. INSPECTION OF DOCUMENTS BY PURCHASER(S):

The Purchaser(s) demanded from the Promoter and the Promoter has given inspection to the Purchaser(s), of all the revenue record, sanctioned plans, development permissions and documents of title relating to the Said Entire Property described in the First Schedule hereunder written, which entitles Promoter to allot the Said Premises constructed on the basis of plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser(s) are satisfied with the title documents furnished by the Promoter. Purchaser(s) has/ have apprised himself of the applicable laws, notifications and rules applicable to Said Entire Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard.

M. TITLE CERTIFICATE:

Copies of the Certificate of Title dated September 29, 2018 issued by **Adv. Shailesh Thakkar** being the advocates of the Promoter, and the relevant Property Cards are annexed hereto and marked **Annexure "D"** and **"E"** respectively.

N. AUTHORITY TO SIGN:

Purchaser(s) represented and warranted to Promoter that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

O. REGISTRATION OF PROJECT:

MAHARERA has granted registration certificate of registration bearing no. P51700010673 on August 31, 2017 for the Said Project.

P. REDEVELOPMENT OF EXISTING STRUCTURES:

The Promoter shall have sole and exclusive right to carry out redevelopment of existing structures or to permit redevelopment by the existing tenants. The Purchaser in his individual capacity or as member of proposed organization shall extend necessary co-operation for carrying out such redevelopment activities.

Q. GOVERNING ACT:

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Promoter and Purchaser(s).
- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and this Agreement shall be read and construed in its entirety for interpretation.

- 1.3** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls and cupboards of the concerned premises. The area of enclosed balconies is shown separately. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4** 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Promoter.
- 1.5** 'Earnest Money' shall mean 5% of Sales Price as defined hereinafter.
- 1.6** 'Instalments' shall mean the Sale Price to be paid as per the instalments detailed out in the Present Agreement.
- 1.7** 'Maintenance Agency' shall mean the agency appointed by Promoter for carrying out the day to day maintenance and upkeep of the common areas of Building and Project and/or for the maintenance of the equipment/s installed for the Project.
- 1.8** 'Maintenance Agreement' shall mean the agreement, which shall be executed between the Promoter and Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Project.
- 1.9** Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.10** 'The Said Organisation' shall mean the society/condominium of Apartment/company formed of the owners/purchasers/unit holders of Wing-B to be constructed on the Said Entire Property.

ARTICLE 2

SALE

The Promoter hereby agrees to sell/transfer the Said Premises being Residential Flat/Official Unit No. _____ admeasuring _____ square meters of RERA Carpet Area and enclosed balcony admeasuring _____ square meters and attached open terrace admeasuring _____ square meters on the _____ floor of wing B (the "said Premises") in the Said Project in favour of Purchaser(s). The Promoter shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by the Promoter in the said Premises and the external amenities to be provided in the said Project are set out in **Annexure "F"**.

ARTICLE 3
PRICE AND PAYMENT TERMS

3.1 Sale Price:

That Purchaser(s) agrees to pay Promoter for the purchase of the said Premises an amount of Rs. _____/-(Rupees _____ only) (hereinafter referred to as the '**Sale Price**') along with payables within period of ____ days from the execution of present agreement..:

The Purchaser(s) shall be required to pay applicable GST along with relevant instalments. The amount of GST mentioned hereinabove is calculated on the basis of prevailing rate of GST and the same shall vary from time to time as per the future revisions in the rate and rules.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s). In the event of consideration value exceeds the threshold limit prescribed under Income Tax Act, the Purchaser(s) shall be responsible for deduction of TDS for every instalment paid and payable to the Promoter as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment. In the event of failure on the part of Purchaser(s) to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned instalment, the Purchaser(s) shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

3.2 Amount received:

The Purchaser(s) has/have paid sum of Rs. _____/- as mentioned in **Annexure "G"** for purchase of the Said Premises to the Promoter, the receipt whereof, Promoter do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of Rs. _____ as per the Payment Plan mentioned hereinbefore.

3.3 Advance Maintenance etc:

The Purchaser(s), simultaneously with the execution hereof but in any event, before taking possession of the Said Premises, shall pay the following amounts to the Maintenance Agency:

- (i) Rs. 500/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. _____/- towards advance maintenance charges of the premium and common areas for 1 year including Municipal Taxes, N.A. Taxes, assessments and other charges .
- (iii) GST and other taxes and charges levied by Government and Local Authorities at actual.

The Promoter/Management Agency shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Promoter/Management Agency shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser(s) shall not be entitled to raise grievance in respect of the same.

The Purchaser(s) shall tender the amount of difference, in the event of there being any increase in the maintenance cost. If, however, at any time the amounts paid or deposited by the Purchaser(s) shall be found short, the Purchaser(s) shall on demand by the Management Agency and/or Promoter shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

The amounts so collected by the Management Agency and/or the Promoter under the provisions of this Agreement or otherwise howsoever shall not carry any interest. The Management Agency shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the flats/office units in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the Said Entire Property with the new buildings constructed thereon to the Said Organisation to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Promoter/Management Agency shall render a consolidated account to the Said Organisation and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. The Promoter/Maintenance Agency shall not be liable to maintain or render any separate account of the different acquirers

of premises individually. Rendering of such consolidated account to Said Organisation and settlement of account with them shall discharge the Promoter/Management Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organisation.

- 3.4** The amounts so collected by the Maintenance Agency and/or the Promoter under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Maintenance Agency /Promoter shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the Residential flats/Office Unit, commercial and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the Said Entire Property with constructed thereon to the Said Organisation to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Maintenance Agency /Promoter shall render a consolidated account to Said Organisation and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organisation and settlement of account with them shall discharge the Maintenance Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organisation.

3.5 Failure/Delay in Payment:

Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Promoters, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. The Purchasers shall be required to pay entire consideration on or before _____, 2018 failing which the Purchaser shall be required to pay balance consideration alongwith interest @ rate of MCLR + 2% within period of another 45 days. Failure in payment of consideration within such additional period shall result in termination of present agreement and Developer shall be responsible for refunding the amount

paid in pursuance of present agreement after deducting 5% of the consideration amount as cancellation charges.

3.6 Alteration in the Layout Plans and Design:

- (a) Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase/decrease in the RERA Carpet Area of the said Premises, Parties shall be bound with following terms:
- (I) In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.
- (II) In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up to 7% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.
- (b) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be fully binding on the Purchaser(s).
- (c) Provided that the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Apartment of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

3.8 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of “**Meena Sadashiv Agalave**”, payable at A/c no. 0456102000004060 of IDBI Bank Tilak Chowk Branch, Kalyan (w). The Purchaser(s) shall be required to issue cheques/DD/electronic transfer payable in the Accounts to be specified by the Promoter. Outstation cheques and non CTS cheques shall not be accepted. If any of the cheques submitted by Purchaser(s) to Promoter are dishonoured for any reasons, then Promoter shall intimate Purchaser(s) of the dishonour of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Promoter within ten (10) days from the date of dispatch of such intimation by Promoter and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonour. Taxes shall be paid extra, if applicable.

In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Promoter.

3.9 Payment of Costs:

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Conveyance/ Transfer/Lease Deed in favour of Said Organisation or the Declaration of Apartment in favour of Said Organisation shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Promoter to execute and register a Conveyance Deed conveying the title in favour of the Said Organisation of Purchaser(s) at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Promoter.
- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the Said Entire Property/the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- c) All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Promoter.

3.10 Time is the Essence:

Payment of Instalment and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of Promoter to be issued from time to time requesting for such payments. The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Instalments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.4 of the present agreement, at the sole discretion of Promoter, is/are liable to pay simple interest on the amount due as per the interest rate mentioned in clause No. 3.4 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be received after due date without the payment of the applicable interest. All the payments made by

Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

3.11 All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective premises. The Promoter has earmarked parking spaces for Four-wheelers and Two wheelers for respective premises in the Said Project. The Purchaser has purchased the Said premises after verifying the parking plan of the Said Project. The occupants of concerned premises shall only use the car parking spaces for the authorised purpose and such car parking shall not be enclosed or gated without prior written permission from the Developer and the Local Authority and Planning Authority. The Purchaser(s) do hereby state and confirm that, Purchasers shall not be entitled to park their cars/four wheeler vehicles, if the Purchaser is not entitled to any parking as per the parking-earmarking plan.

3.12 The Total Price is escalation-free, save and except increases which the Purchaser(s) hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertake and agree that while raising a demand on the Purchaser(s) for increase in the development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

3.13 FSI disclosure:

The Promoter hereby declares that, the FSI consumed for existing structures to be retained is 430.5 square meters and FSI availed or consumed in wing A, B and C is 1500.83 square meters and 106.28 square meters of FSI is available at the disposal of the Promoter for proposed revision.

3.14 Minor alterations:

The Promoter shall have right to change floor plan of any floor by taking consent of Purchaser(s) of premises in the relevant floor only and other Purchaser(s) shall not have any objection for change of floor plan of other floors and such change shall be minor alteration. The Promoter may revise

plan for Said Project and such revision shall not affect aesthetics and other easements and amenities for the Said Premises. Therefore, any change in the floor plan for expansion or contraction upto 25% or change of direction of proposed buildings shall be considered as minor alterations for which Purchaser(s) has granted specific consent.

ARTICLE 4

POSSESSION

4.1 Possession Time and Compensation:

- (a)** The site of the Project may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Promoters, therefore, Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the said Premises in the said Building. After handing over the possession to Purchaser(s), the Promoter/maintenance agency shall have all the rights on all open areas which will be utilized by Promoter/maintenance agency for permitting parties, get-togethers, business meets etc. for which Promoter will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by the Maintenance Agency. Promoter, relying on this specific undertaking of Purchaser(s) in the Agreement, has agreed to allot the said Premises and said undertaking shall survive throughout the occupancy of the said Premises by Purchaser(s) or his/her legal representatives, successors, administrators, executors, assigns etc.
- (b)** It is clarified that Promoter shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/alterd by way of intimation to Promoter regarding the change of address duly sent by registered A.D. letter and/or personal receipt of letter at the office of Promoter mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

4.3 Conditions precedent for Delivery of Possession:

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Promoter towards the said Premises.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Promoter to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Promoter on account of Purchaser(s)' failure and/ or delay to pay GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Promoter.
- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of Maharashtra GST if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Promoter, for construction/ sale of the said Premises.
- (e) In addition to the above, Purchaser(s) further agree/s to pay Goods and Services Tax (GST) by the Government of India as may be applicable on the transaction of transfer and sale of the said Premises by Promoter to Purchaser(s).
- (f) Maintenance charges, deposits, and any other charges/ deposits as may be applicable, shall be separately charged either by Promoter or Maintenance Agency appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Promoter or Maintenance Agency from time to time.
- (g) Monies towards the taxes may be refunded as per the scheme applicable to Promoter on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (h) Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Promoter including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the Said Organisation

4.4 DEFECT: The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters.

4.4.1 DEFECT LIABILITY:

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Completion Certificate, if any defect (arising out of deviation from the sanctioned plan, use of substandard material, structural defect or defect arising out workmanship issues) in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own cost.

4.4.2 UNAUTHORIZED ALTERNATIONS: Promoters shall not be responsible for any alteration, changes, modification carried out by Purchasers or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser shall be responsible for curing such defect entirely at their own cost.

4.4.3 SPECIFIC EXCLUSIONS:

- The Defect arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect in premises.
- The Purchaser(s) is aware that marbles and granites being natural products/stones contains shade variations and natural cracks, deformities and also tend to develop cracks or colour change over the period of time, and such variations or cracks shall not constitute defect.
- The Purchaser(s) is aware that vitrified tiles by its very nature tend to be porous for certain chemicals/liquids and Purchaser(s) shall be required to take abundant precaution while using the Said Premises.
- The appliances, fittings, fixtures carries varied warranty period and the Promoters shall hand over warranty card for such product or copies thereof to the Purchaser(s). The concerned vendors/suppliers/manufactures shall be responsible for rectification of defect of such appliances, fittings and fixtures for the warranty period mentioned in such warranty cards.
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The purchasers are aware of natural tendency of gypsum plaster to maintain hair cracks during first few years of constructions. Such minor hair cracks in gypsum plaster will not constitute defect.

ARTICLE 5 ALLOTMENT

5.1 Right of Promoter:

The allotment of the said Premises is entirely at the discretion of Promoter and Promoter reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

5.2 Compliance of Rules, Regulations and By-laws:

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by KDMC.
- (b) The said Premises along with the said Building shall be subject to the provisions of MOFA and RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- (c) The said Premises will be used for the purpose for which it has been allotted and no obnoxious/unauthorised/illegal use will be carried out by the occupant in the said Premises/the said Building. Promoter and the representatives of KDMC, have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee/occupant is/are found violating the terms and conditions laid down by KDMC, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6 MAINTENANCE

6.1 Payment of Maintenance Charges:

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said building being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, parking charges, costs of painting the said building, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said building, the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said building, the said Project and other charges and levies of like nature, payable in respect of the said premises, the said building, amenities, common areas, the Said Entire Property and the said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Promoter.
- (b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the PROJECT and other deposits and charges for the various services therein, as may be determined by Promoter or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Promoter and Purchaser(s) shall abide by the decision of Promoter and effect the payment in accordance with this Agreement.

6.2 Maintenance Agreement:

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organisation in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organisation and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Promoter in its sole discretion for this purpose. Purchaser(s), till completion and handover of the Project, authorizes the Promoter to enter into a Maintenance Agreement with a Promoter/maintenance agency or any other nominee/agency/association(s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by Promoter from time to time at its sole discretion for the maintenance and upkeep of

the Project/the said Buildings/the said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Promoter/maintenance agency from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities etc. are not fully completed.

- (b)** In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Promoter or the Maintenance Agency, nominated by Promoter, advance quarterly maintenance after completion of first 1 year of maintenance by the Promoter/maintenance agency or till the formation of the organization for the said building.
- (c)** Further, Promoter reserves the right to increase amount of advance quarterly maintenance from time to time in keeping with the increase in the cost of maintenance services and Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by Promoter.
- (d)** After completion of 1 year of maintenance, the Purchaser(s) shall deposit advance quarterly maintenance within period of first 7 days of the respective quarter to the Promoter/maintenance agency and in case of failure to make payment before the 7 day of each month to which the maintenance amount relate, Purchaser(s) shall be liable to pay the penal interest calculated @18% (Eighteen percent) per annum on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then Promoter / Maintenance Agency shall be entitled to restrict Purchaser(s) from the enjoyment of common facilities and amenities. Purchaser(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.
- (e)** Promoter reserves its rights to terminate this Agreement and forfeit monies as mentioned hereinabove on account of non-execution of the Maintenance Agreement. However, Purchaser(s) agrees/s to pay the maintenance charges to Promoter/ maintenance agency as shown in the Payment Plan.
- (f)** Maintenance of the Said Building shall be carried out by the Promoter/maintenance agency till formation of Said Organisation and handover of maintenance activities by the Promoter/maintenance agency to the Said Organisation.

6.3 Maintenance of Common Areas and amenities of the Project:

- (a)** It is agreed between the Parties that the common areas and amenities designated to be common for the entire Project shall be maintained by the Promoter/maintenance agency till completion of construction and development on the said entire Project.
- (b)** The cost of maintenance of common areas and amenities shall be equally shared by all the allottees of the occupied and ready for occupation residential units in the Project. The maintenance agency shall continue to carry out maintenance of the common areas and amenities of the Project till the completion of construction and development on the said entire Project and official handover of maintenance activities of common areas and amenities to the concerned societies/organization.

6.4 Rights of Maintenance Agency:

It is in the interest of Purchaser(s) to help the Promoter/maintenance agency in effectively keeping the said Premises, the said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Promoter/maintenance agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Promoter/maintenance agency from time to time for the upkeep and maintenance of the Project and the said building.

6.5 Right of entry in the said Premises:

After the possession, Purchaser(s) shall permit Promoter and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter are constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of

exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Promoter to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises/ Project.

6.6 Delay/ Failure in payment of Maintenance charges:

Purchaser(s) agree/s and understand/s that Promoter/maintenance agency appointed by Promoter from time to time and Promoter at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount

6.7 Internal Maintenance:

The maintenance of Common Areas will be carried out by Promoter/Maintenance Agency but those inside the said Premises will be carried out by Purchaser(s) only.

6.8 Maintenance Accounts:

The Promoter/maintenance agency shall maintain a consolidated account of all the amount so collected by it and expenses incurred for the maintenance of said Project and the said building. The Promoter/maintenance agency shall provide consolidated account of maintenance of individual building to the concerned Said Organisation and shall also provide consolidated accounts of maintenance of the Project to the concerned Said Organisation and shall simultaneously transfer excess collection or claim deficit, as the case may be.

6.9 Sub-Letting of the said Premises:

Purchaser(s) shall take a prior permission of Maintenance Agency/ Promoter in case of leasing the said Premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and licence/lease agreement along with the police verification of the Licensee/Tenant to the Maintenance Agency/ Promoter immediately on sub-letting of the said Premises.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF PURCHASER(S)

7.1 Compliance of Laws:

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Promoter that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Promoter for occupation and use of the said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Promoter/maintenance agency as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

7.2 Foreign Exchange Management Act (FEMA):

- (a)** If Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration Promoter in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Promoter, the amount paid towards Sale Price will be refunded by Promoter as per rules without any interest and the allotment cancelled forthwith and Promoter will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities.
- (b)** In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

7.3 Loans etc.:

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfil the terms of the present agreement. Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments/dues to Promoter within stipulated time as per the payment plan.

7.4 Putting up Sign Board:

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Promoter for commercial users. The Purchaser shall be entitled to display his name plate only at the proper place, provided for the said Premises and in the manner approved by Promoter.

7.5 Hazardous Chemicals / Material etc:

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals / material etc., which may cause damage to the said Building. Purchaser(s) shall always keep Promoter harmless and indemnified for any loss and damages in respect thereof.

7.6 Commitment:

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as Promoter may require in the interest of Project and for safeguarding the interest of Promoter and / or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/acknowledged by any one of the Purchaser(s) shall be binding upon the other.

7.7 Inspection:

Purchaser(s) undertake/s to permit Promoter or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the said Premises for the purpose of inspection/maintenance while performing their duty.

7.8 Transfer:

- (a) The Purchaser(s) shall not be entitled to transfer or assign the Said Premises without prior written permission of the Promoter till the Organization is duly formed. Any such transfer shall be null and void and the Promoter shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Purchaser(s), cannot seek permission for transfer of the said Premises in favour of a third party for twenty four (24) months from the date of allotment of the said Premises by Promoter. Transfer of booking may be permissible after twenty four (24) months subject to approval by Promoter, on such terms and conditions and guidelines as it may deem fit by Promoter, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.
- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. Purchaser(s) shall indemnify and keep indemnified Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoter on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.9 Modification in Terms of this Agreement:

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

7.11 Internal Maintenance:

That it is understood by Purchaser(s) that the internal maintenance of the said Premises shall always remain the responsibility of Purchaser(s).

7.12 Installation of Air Conditioners:

Purchaser(s) agree/s not to fix or install air conditioners or heaters in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external facade of the said Premises.

7.13 Installation of Window Antenna:

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Building except by the prior sanction of Promoter / Maintenance Agency / the said Organisation and at places earmarked by Promoter.

7.14 Uses as Per Sanctioned Building Plans:

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Promoter and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

7.15 Applicability of Provisions:

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchasers/assignees/nominees of the said Premises as the said obligation go along with the Project for all intents and purposes.

7.16 Mischief:

Purchaser(s) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquillity of the said Premises or of other occupants.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF PROMOTER

8.1 The Promoter proposes to develop the Project consisting of 3 buildings consisting of Wing A, B and C apart from the existing 3 structures in the Said Entire Property. **“SWAMI CHINTAMANI”**. Accordingly, the Promoter has got the lay out for building to be constructed on the Said Entire Property, sanctioned by the Planning Authority and/or Local Authority.

8.2 Formation of Said Organisation:

The Promoter proposes to sell the different premises in the said proposed building in the said Project to the prospective Purchaser(s) thereof on ownership basis and to form and register different Co-Operative Housing Societies or Company (Said Organisation) for Wing A and Wing B. The occupants/allottees/purchasers of premises forming part of Wing C shall obtain membership of Said Organization to be formed for Wing A.

8.3 Right of Way:

The Promoter shall have full and unfettered right to grant to any occupants of any other building/s standing on any plot/s adjacent to and/or in the vicinity of the Said Entire Property Right of Way inter alia on the Said Entire Property and/or any part thereof even after formation of such Said Organisation as is hereby envisaged and/or after execution of a conveyance of the Said Entire Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any such Said Organisation shall not object to any such arrangement on any ground whatsoever.

8.4 Rules, Regulations and Bye-Laws of Said Organisation:

The proposed Said Organisation for Wing A and B shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the Said Organisation may deem fit and proper and the same shall be binding and shall have full effect and full force. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Said Organisation by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organisation may determine from time to time. The Said Organisation shall be constituted under the guidelines to be framed by the Promoter and shall maintain, govern and administer the infrastructure of the Said Entire Property on the basis of such guidelines. The Said Organisation shall unconditionally accept and adopt such guidelines as framed by the Promoter. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Said Organisation from time to time for the maintenance, upkeep, repairs and replacements

and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organisation and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organisation is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove. The Promoter has granted the Maintenance Agency absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in all the Buildings regarding monthly maintenance charges or otherwise to enable the said the Maintenance Agency to effectively maintain the said infrastructure facilities. The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Promoter and the Purchaser(s) shall have no right to question and dispute the decision of the Promoter in regard to their powers and the authority for maintaining and managing the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoter shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement.

8.5 Conveyance:

Promoter shall transfer and convey the Said Entire Property in favour of Said Organisation and existing Society formed and registered for A Wing. The right of existing structure on Said Entire Property shall remain with the promoter. Notwithstanding anything contained in the present Agreement, the promoter shall be entitled to carry out redevelopment of existing structures or shall also be entitled to sub-divided Said Entire Property and convey sub-divided portion of existing structure to the occupant or Co-operative Society thereof. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the organization to be formed for the purpose of the said Building shall have no right on any portion of the Said Entire Property.

The conferment of right shall take place only in respect of the area forming part of residential and commercial zone and the said Project in favour of the Said Organisation. Unless all the Purchaser(s) of flats, office units and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s to the Promoter, the Promoter shall not be bound to execute the conveyance. The Said Organisation shall not be entitled to demolish existing structures without prior writing permission of promoter.

8.6 Raising of funds:

- (a)** Purchaser(s) hereby declare/s and confirm/s that Promoter has prior to the execution hereof, specifically informed Purchaser(s) that:-
- (i)** Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Bank would grant a line of credit to Promoter to facilitate development of Said Project and as security for repayment of loans which may be advanced to Promoter by the said Bank, Promoter creates or causes to be created mortgages/charge on the Said Entire Property and construction thereon in favour of Banks, and the securities created in favour of the said Banks are substituted from time to time;
 - (ii)** The title deeds relating to Said Entire Property described in the First Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to Promoter under the said line of credit arrangement; and
 - (iii)** Promoter shall specifically exclude Said Premises from mortgage or charge to be created in favour of Said Banks.
- (b)** Promoter specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoter and Purchaser(s) shall give his/her/their/its consent and permission to Promoter for doing the same. Purchaser(s) whenever asked in support of by Promoter in this regard shall give and grant to Promoter, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

8.7 Telecommunication, DTH, cable and Internet Services etc.:

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Promoter shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Project till formation of Said Organisation for all buildings as the case may be. After formation of Said Organisation for all buildings, such institution shall regulate the entry of telecom agency/services in the Project.

8.8 Others:

- a) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, Promoter shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Entire Property and/or in the Common Areas and facilities shall stand varied accordingly. Purchaser(s) has no objection and they have given their consent to such construction by Promoter.
- b) In the event of paucity or non-availability of any material Promoter may use alternative materials/ article but of similar good quality. Decision of Promoter on such changes shall be final.
- c) The Promoter shall be entitled to allot any portion of the Said Entire Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

8.9 Rights to Common Area and Amenities:

The Purchaser(s) shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portion of the said buildings shall remain the property of the Promoter until transfer thereof to the Said Organisation or other association, the Purchaser(s) of all the premises or the sale of the last premises by the Promoter whichever is later. The Purchaser(s) shall have no claim upon the open spaces, parking spaces, (other than unless specifically allotted by the Promoter lobbies, terrace area of the property to such Said Organisation of the Purchaser(s) of all the premises or the sale of the last premises by the Promoter whichever is later and thereafter to such Said Organisation .

ARTICLE 9

USES

9.1 Alteration/Demolition/Destruction of Structure:

- (a)** Purchaser(s) undertake/s that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Promoter. Purchaser(s) shall not partly/fully remove any walls of the said Premises including load bearing walls/ structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.
- (b)** Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the said Premises, without the prior written permission of the Promoter (after conveyance of the Said Entire Property in favour of the organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members.
- (c)** No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Promoter in case Purchaser(s) desire/s (with prior written approval/consent of Promoter) to do some works /install some different fittings/floorings etc. on their own within the said Premises and request Promoter not to do such work/install fittings/floorings etc. within the said Premises.

9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Building will be used by Purchaser(s) for

keeping/Chaining Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

9.3 Nuisance:

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

9.4 Possession of Common Areas:

Purchaser(s) shall have no right to claim partition of the Said Entire Property and/or Common Areas/facilities; even the said Premises are not partition able. The possession of Common Areas will always remain with Promoter and/or the Maintenance Agency appointed by Promoter and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges.

**ARTICLE 10
INDEMNITY**

10.1 Special, Consequential or Indirect Loss:

Purchaser(s) acknowledges that Promoter shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Promoter of any damage caused to the said Premises/the said Building/Project, while performing the alteration by him/her/ them or his deputed personnel.**10.2 Abidance by Terms and Conditions:**

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Promoter, Purchaser(s) shall indemnify Promoter for such loss.

10.3 Further Covenants:

Purchaser(s) hereby covenant/s with Promoter to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep

Promoter and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoter may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

ARTICLE 11 INSPECTION

After handing over possession of the said premises by the Promoter in favour of the Purchaser(s), Promoter or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

ARTICLE 12 AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s)/Promoter.

12.2 Prior Permission:

Purchaser(s) shall not assign, transfer, lease or part with possession of the said Premises without prior written permission of the Promoter. Purchaser(s) undertakes that he shall not divide/ sub-divide/ amalgamate the said Premises without the prior consent of Promoter.

ARTICLE 13 SETTLEMENT OF DISPUTES

13.1 Mutual Discussion:

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

13.2 Arbitration:

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Kalyan only. The proceedings shall be conducted in English language.

ARTICLE 14

NOTICE

14.1 No Obligation:

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Promoter to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Promoter.

14.2 Communication Address:

Purchaser(s) shall get registered his/her/their communication address and email address with Promoter and it shall be the sole responsibility of Purchaser(s) to inform Promoter about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

14.3 Communication Mode:

Promoter will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Promoter using officially notified e-mail id. All Notices/ Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Promoter through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Promoter to Purchaser whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

FIRST SCHEDULE

(Said Entire Property)

All that pieces and parcels of land bearing CTS No. 1188 admeasuring 40.1 square meters (First Property), CTS No. 1189 admeasuring 182.3 square meters, (Second Property), CTS No. 1190 admeasuring 50.2 square meters (Third Property), CTS No. 1191 admeasuring 92 square meters (Fourth Property), CTS No. 1192 admeasuring 78.6 square meters (Fifth Property), CTS No. 1193 admeasuring 520.4 square meters (Sixth Property), CTS No. 1194/1 admeasuring 20.1 square meters (Seventh Property), CTS No. 1194/2 admeasuring 6.7square meters (Eighth Property), CTS No. 1194/3 admeasuring 16.7 square meters (Ninth Property), CTS No. 1194/4 admeasuring 6.7 square meters (Tenth Property) and CTS No. 1195 A(p) admeasuring 75 square meters (Eleventh Property) admeasuring in aggregate 1088.80, lying, being and situate at Village - Kalyan, Taluka - Kalyan and District Thane, within the Registration District and Sub-District Thane and also within the limits of Kalyan-Dombivali Municipal Corporation, Maharashtra State and bounded as shown in village map.

SECOND SCHEDULE

(Said Premises)

Residential Flat/Office Unit No. _____ on _____ floor admeasuring _____ square meters Carpet Area equivalent to _____ square meters of RERA Carpet Area, enclosed balcony admeasuring _____ square meters and attached open terrace admeasuring _____ square meters on _____ floor in the _____ wing/building in the project to be known as “Swami Chintamani”.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED)
by the within named “**PROMOTER**”)
Mr. SADASHIV CHINTAMANI AGALAVE,)
through his constituted Attorney)
Mrs. Meena Sadashiv Agalave)

SIGNED AND DELIVERED)
By the within named **PURCHASER(S)**)

_____)

_____)

In the presence of.....)

1. _____)

2. _____)

ANNEXURE-G
RECEIPT

Received the day and year first hereinabove written of and from the within named Purchaser(s) a sum of Rs. _____/- (Rupees

_____) only by cheque no./Demand Draft No/RTGS No/ _____ as stated hereinabove being the part payment of the purchase price and/or consideration to be paid by him/her/them to us.

Rs. _____/-

I SAY RECEIVED.

Mr. SADASHIV CHINTAMANI AGALAVE,

through his Power of Attorney holder

Mrs. Meena Sadashiv Agalave