AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Thane this _____ day of _____, 20___

BETWEEN

M/s. Jay Shree Krishna Enterprises a partnership firm having office at B-105, Shree Suryadarshan C.H.S Ltd, Parsik Nagar, Kharigaon, Kalwa (W), Thane – 400 605, through its partner 1) **Mr. Narendra Arjan Dhanani, 2) Mr. Nehal Pravin chandra Tanna & 3) Mrs. Manisha Jagatsing Girase** hereinafter referred to as **"The Promoter of the One Part**

AND

1) Mr./Mrs. ..... & 2) Mr./Mrs……..having address at ..... hereinafter referred to as **"The Allottee/s" of the Other Part**.

WHEREAS by virtue of Development Agreement dated 11/12/2020 executed by and between the owners the party of the first part therein i) Mrs. Manjula Suresh Patil, ii) Mr. Roshan Suresh Patil, iii) Mr. Rohan Suresh Patil, iv) Mrs. Malthi Naresh Patil, v) Mr. Ashish Naresh Patil, vi) Miss Priyanka Naresh Patil, AND **M/s. Jay Shree Krishna Enterprises**, a registered partnership firm, carrying on business of building construction and land development, having its office at B-105, Shree Suryadarshan C.H.S Ltd, Parsik Nagar, Kharigaon, Kalwa (W), Thane – 400 605, through its partners i) Mrs. Manisha Jagatsing Girase ii) Mr. Narendra Arjan Dhanani & iii) Mr. Nehal Pravinchandra Tanna, the developers the party of the second part therein, did acquire development rights in respect of the land bearing City Survey No. 278, (Corresponding to Gut No. 171) area admeasuring 2300 sq. mtrs. out of total land admeasuring 4601.98 sq. mtrs subsequently which is

sub-divided by mutation entry No. 51 dated 22/12/2021 duly certified by City Survey Office at Thane by the NA order of the Thasildar Thane and thereby new property extract City Survey No. 278/A for the area admeasuring 3900 sq. mtrs is prepared situated at Village Parsik, Taluka & District Thane, out of which area admeasuring 1950.00 sq. meters is recorded in the property extract of City Survey No. 278/A in the name of the above referred owners, which is duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation, And Further, by the Order of City Survey Officer, Thane of Sub-Division bearing No.C.S/A.T/Pot.Hi/Mo.R.No.855/2023/742 dated 27/04/2023. Further, Executive Engineer, Town Planning Development, Thane approved drawings/map No.TMC/Mukhya-1/S.V.V-29/386 Dated 10/05/2023, Sub-Division Mo.R.No.855 Dated 13/04/2023 vide CTS No.278/A is sub-divided and hence the property card of CTS No.278/A has been cancelled and a new property card bearing CTS No.278/A/1 & 278/A/2 has been created and accordingly the mutation entry bearing No.62 dated 17/05/2023 is recorded. Further, vide Transfer Deed dated 15/02/2023 bearing registration No.TNN-9/2830/2023 dated 15/02/2023 and thereby an area of 150 Sq.mtrs out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been transferred to the TMC without consideration for 20 meters D.P.Road purpose. Further, the possession of 150 Sq.mtrs of land out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been handed over to the TMC vide Possession Receipt No.Sub-Registrar Thane-9 bearing document No.R.D.No.2830/2023 dated 15/02/2023 and the 6 owners have handed over the possession to the TMC & the name of TMC has been entered into the property card /record of rights vide mutation entry No.64 dated 05/06/2023 in respect of 150 sq.mtrs of land for DP Road purpose. Further, City Survey Officer, Thane has vide order of Sub-Division bearing No.C.S/A.T/Sub-Divi/M.R.No.855/2023/742 Order dated 27/04/2023 The Executive Engineer, City Survey Department, approved drawings/map No.TMC/Mukhya-1/C.S.O-29/386 dated 10/05/2023, Sub-Division M.R.No.855 dated 13/04/2023 vide C.T.S No.278/A/2 has been sub-divided and hence the

property card of CTS No.278/A/2 has been cancelled and new property card bearing CTS No.278/A/2/A & 278/A/2/B has been newly created and the names of 6 owners has been recorded in the property card/record of rights vide mutation entry No.65 dated 05/06/2023 in respect of land admeasuring **1800 sq.meters**, lying being and situated at Village-Parsik, Taluka & District – Thane, Sub-Registration and Registration district of Thane vide document registration No. TNN-2-18253/2020 dated 11/12/2020 in respect of said land or thereabouts more particularly described in the **First Schedule** therein as well as in the First Schedule hereunder written (hereinafter referred to as **"the project land'**) and to construct thereon building/s in accordance with the terms and conditions as contained in the Development Agreement (hereinafter referred to as **"The Said Development Agreement"**) from its Owners i) Mrs. Manjula Suresh Patil, ii) Mr. Roshan Suresh Patil, iii) Mr. Rohan Suresh Patil, iv) Mrs. Malthi Naresh Patil, v) Mr. Ashish Naresh Patil, vi) Miss. Priyanka Naresh Patil, (hereinafter referred to as "**The Owners**") under the terms, condition and consideration mentioned therein and thereby, the developers therein, the Original Owner granted to the Promoter development rights to the land bearing City Survey No. 278, (Corresponding to Gut No.171) area admeasuring 2300 sq. mtrs. out of total land admeasuring 4601.98 sq. mtrs subsequently which is sub-divided by mutation entry No.51 dated 22/12/2021 duly certified by City Survey Office at Thane by the NA order of the Thasildar Thane and thereby new property extract City Survey No.278/A for the area admeasuring 3900 sq. mtrs is prepared situated at Village Parsik, Taluka & District Thane, out of which area admeasuring 1950.00 sq .meters is recorded in the property extract of City Survey No. 278/A in the name of the above referred owners, which is duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation, Further, by the Order of City Survey Officer, Thane of Sub-Division bearing No.C.S/A.T/Pot.Hi/Mo.R.No.855/2023/742 dated 27/04/2023. Further, Executive Engineer, Town Planning Development, Thane approved drawings/map No.TMC/Mukhya-1/S.V.V-29/386 Dated 10/05/2023, Sub-Division Mo.R.No.855 Dated 13/04/2023 vide CTS No.278/A is sub-divided and hence the property card of CTS No.278/A has been cancelled and a new property card bearing

CTS No.278/A/1 & 278/A/2 has been created and accordingly the mutation entry bearing No.62 dated 17/05/2023 is recorded. Further, vide Transfer Deed dated 15/02/2023 bearing registration No.TNN-9/2830/2023 dated 15/02/2023 and thereby an area of 150 Sq.mtrs out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been transferred to the TMC without consideration for 20 meters D.P.Road purpose. Further, the possession of 150 Sq.mtrs of land out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been handed over to the TMC vide Possession Receipt No.Sub-Registrar Thane-9 bearing document No.R.D.No.2830/2023 dated 15/02/2023 and the 6 owners have handed over the possession to the TMC & the name of TMC has been entered into the property card /record of rights vide mutation entry No.64 dated 05/06/2023 in respect of 150 sq.mtrs of land for DP Road purpose. Further, City Survey Officer, Thane has vide order of Sub-Division bearing No.C.S/A.T/Sub-Divi/M.R.No.855/2023/742 Order dated 27/04/2023 The Executive Engineer, City Survey Department, approved drawings/map No.TMC/Mukhya-1/C.S.O-29/386 dated 10/05/2023, Sub-Division M.R.No.855 dated 13/04/2023 vide C.T.S No.278/A/2 has been sub-divided and hence the property card of CTS No.278/A/2 has been cancelled and new property card bearing CTS No.278/A/2/A & 278/A/2/B has been newly created and the names of 6 owners has been recorded in the property card/record of rights vide mutation entry No.65 dated 05/06/2023 in respect of land admeasuring 1800 sq.meters, lying being and situated at Village-Parsik, Taluka & District – Thane. **AND WHEREAS** the owners have vide Development Agreement dated 11/12/2020 executed by and between the owners the party of the first part therein i) Mrs. Manjula Suresh Patil, ii) Mr. Roshan Suresh Patil, iii) Mr. Rohan Suresh Patil, iv) Mrs. Malthi Naresh Patil, v) Mr. Ashish Naresh Patil, vi) Miss Priyanka Naresh Patil, AND **M/s. Jay Shree Krishna Enterprises**, a registered partnership firm, carrying on business of building construction and land development, having its office at B-105, Shree Suryadarshan C.H.S Ltd, Parsik Nagar, Kharigaon, Kalwa (W), Thane – 400 605, through its partners i) Mrs. Manisha Jagatsing Girase ii) Mr. Narendra Arjan Dhanani & iii) Mr. Nehal Pravinchandra Tanna, the developers

the party of the second part therein, did acquire development rights in respect of the said land or thereabouts more particularly described in the **First Schedule.**

WHEREAS in consonance of the said registered Development agreement, the said Owner/s have also executed Irrevocable Power of Attorney on 11/12/2020 which is duly Registered with the office of the Sub Registrar of Assurances, Thane, and registered at Document Sr. No. TNN-2/18254/2020 dated 11/12/2020 in favour of the developer therein (hereinafter referred to as "**The Said Power of Attorney**") and thereby, the Owners have authorized and empowered and vested all powers to the Developers therein, to give a practical effect to the development scheme in respect of the said Property/Said Project Land.

AND WHEREAS vide NA order of the Thasildar Thane bearing No. SR43 dated 07/06/2021 land admeasuring 3900.00 sq. mtrs of the City Survey No. 278 was declared as NA and therefore a new property card bearing No.278/A came into existence for the area admeasuring 3900 sq. mtrs is prepared situated at Village Parsik, Taluka & District Thane, out of which area admeasuring 1950.00 sq. meters is recorded in the property extract of City Survey No.278/A in the name of i) Mrs. Manjula Suresh Patil, ii) Mr. Roshan Suresh Patil, iii) Mr. Rohan Suresh Patil, iv) Mrs. Malthi Naresh Patil, v) Mr. Ashish Naresh Patil, vi) Miss Priyanka Naresh Patil, **the owners**, and they also have their share in the agricultural land of area admeasuring 350 sq. mtrs in the City Survey No. 278 area admeasuring 701.98 sq. mtrs which is duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation, Sub-Registration and Registration district of Thane and hence the name of the owners was entered into the property card 278/A on 22/12/2021.

AND WHEREAS, by the Order of City Survey Officer, Thane of Sub-Division bearing No.C.S/A.T/Pot.Hi/Mo.R.No.855/2023/742 dated 27/04/2023. Further, Executive Engineer, Town Planning Development, Thane approved drawings/map No.TMC/Mukhya-1/S.V.V-29/386 Dated 10/05/2023, Sub-Division Mo.R.No.855

Dated 13/04/2023 vide CTS No.278/A is sub-divided and hence the property card of CTS No.278/A has been cancelled and a new property card bearing CTS No.278/A/1 & 278/A/2 has been created and accordingly the mutation entry bearing No.62 dated 17/05/2023 is recorded. Further, vide Transfer Deed dated 15/02/2023 bearing registration No.TNN-9/2830/2023 dated 15/02/2023 and thereby an area of 150 Sq.mtrs out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been transferred to the TMC without consideration for 20 meters D.P.Road purpose. Further, the possession of 150 Sq.mtrs of land out of CTS No.278A, Gut No.171, lying being and situated at Village-Parsik, Taluka & District – Thane has been handed over to the TMC vide Possession Receipt No.Sub-Registrar Thane-9 bearing document No.R.D.No.2830/2023 dated 15/02/2023 and the 6 owners have handed over the possession to the TMC & the name of TMC has been entered into the property card /record of rights vide mutation entry No.64 dated 05/06/2023 in respect of 150 sq.mtrs of land for DP Road purpose. Further, City Survey Officer, Thane has vide order of Sub-Division bearing No.C.S/A.T/Sub-Divi/M.R.No.855/2023/742 Order dated 27/04/2023 The Executive Engineer, City Survey Department, approved drawings/map No.TMC/Mukhya-1/C.S.O-29/386 dated 10/05/2023, Sub-Division M.R.No.855 dated 13/04/2023 vide C.T.S No.278/A/2 has been sub-divided and hence the property card of CTS No.278/A/2 has been cancelled and new property card bearing CTS No.278/A/2/A & 278/A/2/B has been newly created and the names of 6 owners has been recorded in the property card/record of rights vide mutation entry No.65 dated 05/06/2023 in respect of land admeasuring **1800 sq.meters**, lying being and situated at Village-Parsik, Taluka & District – Thane, Sub-Registration and Registration district of Thane

WHEREAS the promoter has accordingly sanctioned and approved plans bearing No. **V.P. No. S08/0111/21 TMC/TD/DP/TPS/4316/23 dated 06/03/2023** and obtained commencement certificate bearing No. **V.P.No. S08/0111/21 TMC/TDD/36 dated 23/02/2024** from Thane Municipal Corporation and has

started the construction work as per the sanctioned plans and layout as approved by the TMC.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Original Owner/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct buildings on the project land known as **"MARUTI HOMES"** consisting of Building - 1, Ground Floor Shops Plus Twenty Two Upper Floors (Ground Floor Shops + 1 to 22 Floors) and Building - 2, Ground + Seven Upper Floor (Ground + 7 Floor) (Hereinafter referred to as the **Said Building's**)

AND WHEREAS the Allottee/s is offered an Apartment bearing number _____ on the ____ floor in _____ Wing, (herein after referred to as the said "Apartment") in the Building called **"MARUTI HOMES"** (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with **M/s. 10 Folds Architects & Consultants** an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of **section 3** or 5 of the RERA Act with the **Real Estate Regulatory Authority at Mumbai bearing No. _____**; authenticated copy is attached in **Annexure "F";**

AND WHEREAS the Promoter has appointed a structural Engineer **M/s. Epicon Consultants Pvt. Ltd.,** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.

AND WHEREAS by virtue of the **Said Development Agreement** & **Said Power of Attorney** the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement for Sale with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. 10 Folds Architects & Consultants** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by **Mr. Chandrakant K. Deshmukh, dated 07/03/2024** advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A'** and '**B**', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C– 1.**

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C– 2,**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Promoter has applied and got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and the Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building/s and up on due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans

AND WHEREAS the Allottee/s has applied to the Promoter for allotment of an Apartment No. …… on …… floor _____ Wing in the building called **"MARUTI HOMES"** to be constructed on the said Project Land.

AND WHEREAS the carpet area of the said Apartment is _____ Sq. mts and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, are as under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment

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

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. ...../- (Rupees ..... only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt where of the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no._____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the parking (if applicable).

NOW THERE FOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –

1. The Promoter shall construct the said buildings named **"MARUTI HOMES"** consisting of Building - 1 Ground Floor Shop plus Twenty Two Upper Floors (Ground floor Shop + 1 to 22 Floors) and Building - 2 consisting of Ground + Seven Upper Floor (Ground + 7 Floors) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority/TMC/Government Authorities from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the

Apartment of the Allottee/s except any alteration or addition required by any Concerned Local Authority/Government authorities or due to change in law.

1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment No. .....on the _____ floor in _____ Wing admeasuring ..... sq. mts (Carpet Area) in the building **MARUTI HOMES** (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof here to annexed and marked Annexure C–1 and C–2 for the consideration of Rs..... (Rupees _____ Only).

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s stack parking bearing Nos. _____ for the consideration of Rs. _____/-

1.b The total aggregate consideration amount for the apartment Rs. _____/-

1.c The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:

Building - 1

Rs. _____/-	(Rupees _____ Only) being exceeding 10% of the total consideration) as earnest money.
Rs. _____/-	(Rupees _____ Only) being equivalent to 20% of the aggregate consideration, after the execution of this agreement and against registration hereof.
Rs. _____/-	(Rupees _____ Only) being equivalent to 15% of the aggregate consideration, on or before completion of plinth.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 2nd Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 4th Slab.

Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 6th Slab.
Rs. _____/-	(Rupees _____Only)) being equivalent to 2.5% of the aggregate consideration, on completion of 8th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 10th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 12th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 14th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 18th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 20th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 22nd Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, on completion of the walls, internal plaster, flooring, doors and windows of the said apartment.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said apartment.
Rs. _____/-	(Rupees_____Only) being equivalent to 5% of the aggregate consideration, on completion of the external plumbing & external plaster, elevation, terraces with waterproofing of the said building.
Rs. _____/-	(Rupees _____Only) being equivalent to 10% of the aggregate consideration, on completion of lifts, water pumps, electrical fittings, entrance lobby/s, Plinth Protection, Paving of areas appertain.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, at time of possession.

Building - 2

Rs. _____/-	(Rupees _____ Only) being exceeding 10% of the total consideration) as earnest money.
Rs. _____/-	(Rupees _____ Only) being equivalent to 20% of the aggregate consideration, after the execution of this agreement and against registration hereof.
Rs. _____/-	(Rupees _____ Only) being equivalent to 20% of the aggregate consideration, on or before completion of plinth.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 1st Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 2nd Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 3rd Slab.
Rs. _____/-	(Rupees _____Only)) being equivalent to 2.5% of the aggregate consideration, on completion of 4th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 5th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 6th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 7th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 2.5% of the aggregate consideration, on completion of 8th Slab.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, on completion of the walls, internal plaster, flooring, doors and windows of the said apartment.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said apartment.
Rs. _____/-	(Rupees_____Only) being equivalent to 5% of the aggregate consideration, on completion of the external plumbing & external plaster, elevation, terraces with waterproofing of the said building.
Rs. _____/-	(Rupees _____Only) being

	equivalent to 10% of the aggregate consideration, on completion of lifts, water pumps, electrical fittings, entrance lobby/s, Plinth Protection, Paving of areas appertain.
Rs. _____/-	(Rupees _____Only) being equivalent to 5% of the aggregate consideration, at time of possession.

1.d The Sale Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1.e In addition to the Sale Price and the charges and amounts as mentioned in the _____ **Schedule** hereunder written, the Allottee/s shall also bear and pay all the indirect taxes including consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. In the event of any change in law or tax rate post signing of the agreement to sale, including the introduction of new levy under any law for the time being in force or restriction of input tax credit of GST, resulting in cost escalation; the Promoter reserves the right to renegotiate the contract/agreement price such that the net impact of GST/additional cost gets factored in the base price."

1.f The Sale Price is escalation – free, save and except escalations/increases, 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 Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1.g The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1.h The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated up on confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% then Promoter shall refund the excess money paid by Allottee/s within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.i The Allottee/s authorizes the Promoter to adjust / appropriate all payments made by him/her/them hereunder any head(s) of dues against lawful outstanding, if any, in

his /her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

2. 1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans (including amended plan) or thereafter and shall before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.

2. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement.

3. The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index to be utilized by them on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. 1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

2. Without prejudice to the right of promoter to charge interest in terms of sub – clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments of the sale price or any amount due and payable under this Agreement, the Promoter shall at their own option, may terminate this Agreement

3. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e–mail address provided by the Allottee/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

4. Provided further that up on termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E',** annexed hereto. It is specifically agreed between the Promoter and Allottee/s that the Promoters shall have the right to change/alter/substitute the said Amenities in the event that there is any uncertainty about the availability thereof, either in terms or quantity and/or quality and/or of any reason beyond the control of the Promoter.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____ day of _____20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

   Provided that the Promoter shall been titled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

   (i) war, civil commotion or act of God;

   (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court

7. 1. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment of all the amount made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/Society or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

2. The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.

3. **Failure of Allottee/s to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

4. In the event, the Allottee/s desire/s to cancel the allotment of said Apartment for any reason whatsoever, then Promoters shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to Promoters. The Allottee's shall also have to bear and pay to Promoters, at the time of cancellation, the brokerage charges (if the said Premises is purchased through the broker) which brokerage shall have been already paid by Promoters to the broker. The Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by Promoter from the Allottee/s till the time of such cancellation. The Promoters shall return the balance amount from the Sale Consideration (if

any) to the Allottee/s within 30 (thirty) days from the date of sale of the said Premises to a prospective Allottee/s.

5. If within a period of five years from the date of Occupancy/Completion of the building, the Allottee/s brings to the notice of the Promoter any structural defects in the Apartment or the building in which the Apartment are situated then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

6. "Structural defects" or "defects" means defects in the construction of the Building and shall always exclude wear and tear, loss or damage due to a Force Majeure. The Allottee/s has/ have also been informed and are aware that the warranties of equipment, appliances and electronic items installed in the Building and/or in the Premises by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall be obtained (i) by the Allottee/s in respect of the equipment, appliances and/or electronic items installed in the Premises, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the Building.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. If the Allottee/s has been allotted stack Parking in the building, then they shall use the stack parking only for purpose of keeping or parking vehicle and such use shall be strictly as per the bye laws, rules and regulation of the Society

9. The Allottee/s along with other allottees of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s 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 Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/Promoter in the said structure of the building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original owner/Promoter in the project land on which the building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies

by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidar's, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the buildings/sorwings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. ...../- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/of the structure of the building in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case maybe.

10. The Allottee/s on or before taking the possession of the said Apartment, shall pay the promoter the various deposits and other amounts :–

i)	Rs._____	(Rupees _____) as a share application money.
ii)	Rs._____	Society Entrance fee/organization/association formation Charges (not accountable).
iii)	Rs._____	(Rupees _____ Only) as 12 months deposit (@ Rs. ___ per square foot of Total Carpet Area per month) towards proportionate share of taxes, maintenance and other charges (exclusive of GST & Assessment Tax);
iv)	Rs._____	Charges towards water, electricity and other utility and services connection. (not accountable)
vii)	Rs._____	Development Charges /betterment charges (not accountable)
	Rs._____/-	**TOTAL (_____ Only)**

11. The Allottee/s shall pay to the Promoter a sum of Rs. ...../- for meeting all legal costs, charges and expenses, including professional costs of the Attorney–at–Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance.

12 At the time of registration, the conveyance of the buildings the Allottee/s shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said Building. At the time of registration of conveyance of the project land, the Allottees shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee/s as follows –

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development up on the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances up on the project land or the Project;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been

obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said buildings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Buildings and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land.

14. The Allottee(s) for himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows -

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations of the society or Local Authority or bye – laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the Society or local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not door suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye–laws of the society/ concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the society/concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances there to 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardisor other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Local Authority and/or the Limited Company. In case on account of any alterations being carried out by the Allottee/s in the Apartment (whether such alterations are permitted by the Promoter/Society/Concerned Authorities or not) there shall be any damage to the adjoining Apartment or the Premises situated below or above the Apartment or to the common area (inclusive of leakage of water and/or damage to drains) the Allottee/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit/amounts demanded by the concerned local authority or

Government for granting water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s shall not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and has obtained the prior written consent for the same from the Promoter.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment & car parking space in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out–goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the buildings in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co–operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and, parking, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the buildings is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub – Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the

Sub–Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15**(**fifteen**)** days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OFTHIS AGREEMENT APPLICABLE TO ALLOTTEE/S /SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go alongwith the Apartment for all intents and purposes.

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee's in the Project, the same shall be in proportion to the total carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. **FURTHER ASSURANCES**

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

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only up on its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub–Registrar. Hence this Agreement shall be deemed to have been executed thereof.

26. The Allottee/s and/or Promoter 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 Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below –

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID – _____

Promoter Name : **M/s. JAY SHREE KRISHNA ENTERPRISES**

Promoter Address : B/105, Shree Suryadarshan CHS Ltd, Parsik Nagar, Kharigaon, Kalwa (West), Thane – 400 605.

Notified Email ID – _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEES**

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

29. **STAMP DUTY AND REGISTRATION** – The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee/s.

30. **DISPUTE RESOLUTION** - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. **GOVERNING LAW**

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

FIRST SCHEDULE ABOVE REFERRED TO :

All the portion of land lying and being at Village- Thane, Taluka & District Thane New City Survey No.79, Tika No. 23, total land admeasuring ……sq. mtrs, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation, Sub-Registration and Registration district of Thane, duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation, Sub-Registration and Registration district of Thane,

SECOND SCHEDULE ABOVE REFERRED TO :

Flat agreed to be sold to the Allottee's

Flat No. _____ on the _____ Floor in "____" Wing in Building named as **"MARUTI HOMES"** being constructed on the property described in the First Schedule.

As per the applicable provisions of RERA, the carpet area of the Flat (as per the definition of the term "carpet area" under Section 2 (k) of RERA) shall be ____ square feet carpet area equivalent to ____ square meters.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SEAL AND HANDS ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

SIGNED, SEALED AND DELIVERED)
by the within-named "**PROMOTER**")
M/S. JAY SHREE KRISHNA ENTERPRISES) **FOR M/S. JAY SHREE KRISHNA ENTERPRISES**
through their Partner)
MR._____)
In the presence of _____) **PARTNER**

SIGNED, SEALED AND DELIVERED)
By the within-named **"ALLOTTEE/S "**)
_____)

In the presence of)

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT / PLOT] AND THE GARAGE / CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

(The Authenticated copies of Certificate of Title)

ANNEXURE – B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor / Lessor / Original Owner / Promoter to the project land).

ANNEXURE – C – 1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – C – 2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE – F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee/s above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee.

I say received. The Promoter/s.