

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made at Mumbai this _____ day of _____, 2024

BETWEEN

MESSRS. CRESCENT SHELTERS, a Partnership Firm incorporated under the Indian Partnership Act, 1932 acting through its authorized partner, having its Office at Crescent Business Park, 8th Floor - Near Sakinaka Telephone Exchange, Andheri-Kurla Road, Andheri (East), Mumbai – 400 072 “**THE PROMOTER / DEVELOPER**”, (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include the partner or partners of the said firm their survivor or survivors of them their heirs, executors and administrators of last such survivor) of the **FIRST PART**;

AND

1. _____

2. _____

hereinafter referred to as the “**ALLOTTEE / PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their heirs, executors administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them

and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the

SECOND PART;

WHEREAS:

- a) By Deed of Conveyance dated 27th February 1960 presented at the office of the Sub-Registrar Thane under Serial No.94 and registered with the Sub-Registrar of Assurances at Thane under Registration No. 105 of 1960 on 18th March 1960 and made between Seth Kalyanji Lalji and Others therein as also hereinafter called the Vendors of the One Part and M/s. Kewalraj and Company Private Limited. therein called the Purchaser of the Other Part, the said Vendors sold and conveyed to the said Purchaser all those pieces or parcels of lands or grounds situate lying and being at Village Mira, in Taluka Thane in the Registration District and Sub-District of Thane and admeasuring 9710 sq. yds. and having survey no. 99 Hissa No.1,2,3,5,6,7,8; Survey No. 101 Hissa No. 1,2 ; Survey No. 105 Hissa No. 6 and Survey No. 106 Hissa no. 4,5 (**hereinafter referred to as “the said Larger Property”**) alongwith an area admeasuring 271.96 sq.yds. equivalent to 227.40 Sq.Meters of Village Mira and having agricultural user and forming part of the said Larger property is held by the said Owners (**hereinafter referred to as the Said Smaller Property”**) for the price and on the terms contained therein;
- b) After coming into force of Urban Land (Ceiling and Regulation) Act, 1976 on 17th February, 1976 the Directorate of Industries granted exemption under

Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 to the said M/s. Kewalraj and Company Private Limited bearing No. ULC/K-73/IC/MC/GAD/2333 dated 9th October, 1980.

- c) The actual area of the said Larger Property was found to be 8852.95 sq. mtrs.;
- d) The said Kewalraj and Company Private Limited converted itself into Kewalraj and Company LLP bearing No. AAA-7846 under Section 58(1) of Limited Liability Partnership Act, 2008 being the said Owners on 1st February 2012 as per Limited Liability Partnership Agreement dated 1st February 2012;
- e) Accordingly, Kewalraj and Company LLP (the erstwhile owners) became entitled to the said Larger Property and other part thereof;
- f) The Urban Land (Ceiling and Regulation) Repeal Act, 1999 was adopted by the Government of Maharashtra on 1st December 2007 and was published in Government Gazette on 6th December 2007.
- g) Pursuant to the said Decision of the Government of Maharashtra GR dated 1st August 2019 in respect of the “Exempted Lands” under the Urban Land (Ceiling and Regulation) Act, 1976 the erstwhile Owners applied by their application dated 5th August 2021 to the Additional Collector and Competent Authority, ULC, Thane interalia for permission to sell and expressed desire to pay premium as per the said Government Decision dated 1st August, 2019;
- h) Area of the said Larger Property was rectified and revised pursuant to the Application of the said Owners dated 27th January, 2021 made to the Collector, Thane and by Order of Collector, Thane dated 23rd July, 2021 and thereupon revised new Property Register Cards and/or new City Survey Numbers for revised areas were issued by the Authorities under Maharashtra Land Revenue Code, 1966.
- i) The Additional Collector and Competent Authority, ULC, Thane in pursuance of the said Application of the said erstwhile Owners dated 5th August, 2021 by his Order dated 30th August, 2021 bearing No.ULC/TA/ATP/Kalam 20/Demand

Notice/Au.Suu./648 computed the premium payable by the said Owners pursuant to the Government GR dated 1st August, 2019 at Rs.3,62,79,390/- as 15% of Market Value of 8852.95 Sq. metres.

- j) The said erstwhile Owners paid the said Premium amount of Rs.3,62,79,390/- (Rupees Three Crores Sixty-Two Lakhs Seventy-Nine Thousand Three Hundred Ninety Only) pursuant to the said Order of the Additional Collector and Competent Authority, ULC, Thane dated 30th August, 2021 to the Assistant Town Planner, Thane Urban Agglomeration, Thane on 13th September 2021.
- k) The Additional Collector and Competent Authority, ULC, Thane by his Order dated 07th October 2021 granted interalia permission to sell the said property.
- l) By Conveyance dated 18th October 2021 and registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN4-14399 of 2021 and executed by the said Owners, the said Owners have sold with the consent of Pramod Harikishan Malhotra & Ors. to M/s. Crescent Shelters i.e. the Purchasers/Developer herein, the larger property for the price and on the terms and conditions contained therein.
- m) By Conveyance dated 18th October, 2021 and registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN4-14400 of 2021 and executed by the said Owners, the said Owners have sold with the consent of the Pramod Harikishan Malhotra & Ors. to M/s. Crescent Shelters i.e. the Purchasers/Developer herein, the smaller property for the price and on the terms and conditions contained therein.
- n) By and under a General Power of Attorney dated 18th October, 2021 and duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN4-14401 of 2021 for larger property, the Owner has given the Developers, the power to carry out construction thereon and also to deal with and dispose of the constructed area in accordance with the terms of this Development Agreement dated 18th October, 2021.

- o) By and under a General Power of Attorney dated 18th October, 2021 and duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN4-14402 of 2021 for smaller property, the Owner has given the Developers, the power to carry out construction thereon and also to deal with and dispose of the constructed area in accordance with the terms of this Development Agreement dated 18th October, 2021.
- p) Pursuant to the aforesaid conveyances, the Developer/Promoter herein became the sole and absolute owner of and well and sufficiently to the immovable property being all that piece and parcel of land bearing CTS numbers 4153, 4453, 4316, 4351, 4352, 4354 to 4360, 4404, 4405, 4406, 4452, 4152, in all admeasuring 8973.15 sq metres situate lying and being at Village Mira in the registration district of Taluka Thane (**“Said Property”**). The said Property is more particularly described in the First Schedule hereunder written and is shown delineated in a red colour boundary line on the plan annexed and marked as **Annexure “A”** hereto.
- q) the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with recitals hereinabove.
- r) the Promoter is in possession of the project land.
- s) the Promoter has proposed to construct on the project land commercial building in the second phase of the project having basement, ground plus upper floors as per the approvals and sanctions being LOI dated 01/04/2024 under File No. 1184/2023-2024 as well as sanction of building permission and Commencement Certificate dated 19/03/2024 as issued by the Mira Bhayander Municipal Corporation as received by the Promoter.
- t) the Allottee is offered a Commercial unit bearing no. _____ on the _____ floor, (herein after referred to as the said “Unit”) in building no. A-2 of the project known as ‘Crescent WTC (Western Trade Center)’ (herein after referred to as

the said “Building”) being constructed in the second phase of the said project, by the Promoter.

- u) the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- v) the Promoter has registered the first phase of the Project under the provisions of the Act with the Real Estate Regulatory Authority under number _____ authenticated copy is attached in **Annexure ‘B’**;
- w) the Promoter has appointed a structural Engineer 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/buildings.
- x) By virtue of the Deed of Conveyance/Power of Attorney the Promoter has sole and exclusive right to sell the Units in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s) of the Units to receive the sale consideration in respect thereof;
- y) on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Anish and Associates 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 thereunder;
- z) the authenticated copy of Certificate of Title issued by the 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 Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'C-1' and 'C-2', respectively.**

- aa) the authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure D**.
- bb) the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure E**,
- cc) the Promoter has 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 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
- dd) 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 and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- ee) the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- ff) the Allottee has applied to the Promoter for allotment of a Commercial Unit No. admeasuring sq. ft. Rera carpet area onfloor in the building No. A-2 being constructed in the first phase of the said Project,
- gg) the carpet area of the said Unit is _____ square meters and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

- hh) 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;
- ii) prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- jj) the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at under no _____.
- kk) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

As mutually agreed, upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the covered parking space in accordance with the terms and conditions set out in this Agreement

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

1. The Promoter shall construct the said Commercial building/s consisting of one basement, ground and first retail, four podiums and eighteen upper floors in the first phase of the project on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Commercial office being Unit No. of Rera carpet area admeasuring sq. metres on floor in the building no. A-2 (**hereinafter referred to as "the Said Unit"**) as shown in the Floor plan thereof hereto annexed and marked Annexures ____ and ____ for the consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises, which is more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage /covered car parking space at _____ level basement / podium / stilt / mechanical car parking unit bearing No. _____admeasuring_____sq. ft. having_____ft. length x_____ft. breadth x _____ ft. vertical clearance.

1(b) The total aggregate consideration amount for the Unit including covered parking spaces is thus Rs. _____/-

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

.....) in the following manner :-

i. Amount of Rs...../-
(.....)(5% of the total consideration) to be paid to the Promoter within 30 days of booking

ii. Amount of Rs...../-
(.....)(5% of the total consideration) to be paid to the Promoter on commencement of Basement work.

iii. Amount of Rs...../-
(.....)(5% of the total consideration) to be paid to the Promoter on completion of the Basement work of the building or wing in which the said Unit is located.

iv. Amount of Rs...../-
(.....)(4.5% of the total consideration) to be paid to the Promoter on commencement of work above basement.

v. Amount of Rs...../-
(.....)(4.5% of the total consideration) to be paid to the Promoter on commencement of the 1st Slab of the building .

vi. Amount of Rs...../-
(.....)(4.5% of the total consideration) to be paid to the Promoter on commencement of 4th Slab of the building.

vii. Amount of Rs...../-
(.....)(4.5% of the total consideration) to be paid to the Promoter on commencement of 7th slab of the building or wing in which the said Unit is located.

viii. Amount of Rs...../-
(.....)(4.5% of the total consideration) to be paid to the Promoter on commencement of 10th slab of the building.

ix. Amount of Rs. _____/- () (4.5% of the total consideration) to be paid to the Promoter on commencement of 13th slab of the building.

x. Amount of Rs. _____/- () (4.5% of the total consideration) to be paid to the Promoter on commencement of 16th slab of the building.

xi. Amount of Rs. _____/- () (4.5% of the total consideration) to be paid to the Promoter on commencement of 19th slab of the building.

xii. Amount of Rs. _____/- () (4.5% of the total consideration) to be paid to the Promoter on commencement of 22nd slab of the building.

Xiii. Amount of Rs. _____/- () (4.5% of the total consideration) to be paid to the Promoter on commencement of Top slab of the building.

xiv. Amount of Rs. _____/- () (6% of the total consideration) to be paid to the Promoter on completion of External Plaster of the building.

XV. Amount of Rs. _____/- () (6 % of the total consideration) to be paid to the Promoter on completion of walls, Internal Brickwork, Plaster & Door of the building.

xvi. Amount of Rs. _____/- () (6 % of the total consideration) to be paid to the Promoter on completion of Sanitary fittings of the building.

xvii. Amount of Rs. _____/- () (6 % of the total consideration) to be paid to the Promoter on Installations of Lift of the building.

xviii. Amount of Rs. _____/- () (6 % of the total consideration) to be paid to the Promoter on Receipt of Occupation Certificate of the building.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods & 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 Said Unit.

1(e) The Total 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 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, which shall only be applicable on subsequent payments.

1(f) The Purchaser/s also agrees to pay to the Promoter the following amounts towards ;

Rs. _____/-(Rupees _____

Only)towards Society formation, Legal charges, Development Charges, Infrastructure Charges, Development Cess, Electric & Water Deposit;

Rs. _____/-(Rupees _____

Only) towards Air Conditioner charges, Club House membership & Recreation charges etc) ;

Rs. _____/-(Rupees _____

Only) towards Metro Cess;

The above amounts are non-refundable, and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts paid by the Allottee with the Promoter

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_____ % per annum for the period by which the respective instalment 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 by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2. 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 or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

i. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Unit to the Allottee 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 shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 74857.32 square meters only and Promoter has planned to utilize Floor Space Index of 40711.47 in Phase -II 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 of 74857.32 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units 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. If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee 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 to the Promoter under the terms of this

Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

5. Without prejudice to the right of promoter to charge interest in terms of sub clause 4 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (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 instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

6. 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 Unit as are set out in Annexure 'G', annexed hereto.

7. The Promoter shall give possession of the Unit to the Allottee on or before 30th June 2028. If the Promoter fails or neglects to give possession of the Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit. with interest at the same rate as may mentioned in the clause 4 herein above from the date the Promoter received the sum till the date the amounts and interest thereon are repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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.

b. "Upon the registration. number in Form "C". The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc."

8. Procedure for taking possession –

- i. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Said Unit, to the Allottee 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 Said Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- ii. The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Units are ready for use and occupancy:
- iii. Failure of Allottee to take Possession of Said Unit: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Said Unit 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 Said Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- iv. If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect

in the manner as provided under the Act. The above condition shall be applicable only if the Allotees has not carried out any additions or alterations of whatsoever nature in the said Unit /s/ and/or in the structure of the building including but not limited to changes/additions/ alterations in the beam, columns, RCC structure or in the fittings therein or in the fittings of the water pipes, water supply connections, erection or alterations in bathroom, toilet or kitchen which may result in seepage of water. If any of such works are in any manner carried out without prior written consent of the Promoter, then the defect liability shall automatically become void. Defect herein shall mean the manufacturing or workmanship defect/s caused on account of willful neglect on the part of Promoter and shall not mean or include defect/s/damage caused by normal wear and tear and/or by negligent use of the Unit/s by the occupants. It shall be the responsibility of the Allotees to maintain the said Unit/s in a proper and diligent manner and take all due care needed including but not limited to the joints in the tiles being regularly with white cement /epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Builder/Developer/Promoter to the Allotees ends before the defect liability period and such warranties are covered under the maintenance of the said building and/or Unit/s and if the annual maintenance contracts are not done or renewed by the Society and/or Unit Purchaser/s, Allotees, the Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts to be sustainable and in proper working condition to continue warranty in both the Unit/s as well as the building / common project amenities wherever applicable. The Allotees has been made

aware and Allotees agree that the regular wear and tear of the Unit/s/Unit/s/Premises and/or the building includes minor hairline cracks on the external and internal walls excluding the RCC structure after a certain time which happens due to variation in temperature of more than 20 degree C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is agreed that before any liability of defect is claimed by the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defect in materials used, in the structure built of the Unit/s and/or the building and in the workmanship executed keeping in mind the aforesaid clauses of this agreement.

9. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of residence/ shop for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.
10. The Allottee /s agree/s that his/her/their/its interest in the said property and the said building/s is inseparable and he/she/they/it shall not be entitled to at any time to demand partition of his/her/their/it interest in the said building/s and in the said property.
11. The Allottee along with other allottee(s) of Unit in the building shall join in forming and registering the Society or Association or a Limited Company or condominium or Various Societies of the individual Building/s and 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 byelaws 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, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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.

12.a. The Promoter shall, within three months of registration of the Society or Association or a Limited Company or condominium or Various Societies of the individual Building/s, as aforesaid, cause to be transferred to the Society or Association or a Limited Company or condominium or Various Societies of the individual Building/s all the right, title and the interest of the Promoter and/or original Owner in the said structure of the Building or wing in which the said Unit is situated.

b. The Promoter shall, after completion of entire project to be done in phase wise manner and 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 Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

c. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) 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, chowkidars, sweepers and all other expenses necessary and

incidental to the management and maintenance of the project land and building/s. Until the Society is formed, and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing 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 may be.

13. Notwithstanding any other provisions of this Agreement, the Promoter herein shall be entitled to at its sole and absolute discretion:

- a. To have such Co-operative Premises Limited and/or the Limited Company and/or any other body or the bodies of all the Allotees of their respective Unit/Flat/s/Unit/s/Premises formed and constituted as contemplated herein;
- b. To cause to be assigned, conveyed and/or transferred the said “One Crescent” in favour of such Co-operative Premises Limited or the Limited Company and/or the other Associations as the case may be;
- c. To cause to be conveyed and/or transferred the said “One Crescent” and the appurtenant land if any along with the conveyance and/or together

with the documents of transfer of the said proposed building/s with the land beneath the same.

- d. To decide and determine how and in what manner the infrastructure including the common utility areas and garden if any may be transferred and/or conveyed.
- e. To provide and incorporate covenant and restrictions and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads, if any

14. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs.1000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(vii)Rs. _____/-(Rupees _____ Only)_
towards Corpus Fund which is to be handed over to the Society / Condominium / Limited Company as and when formed and registered;

(viii) Rs. _____/- (Rupees _____
Only) towards Maintenance Charges @ 15/- per sq. ft. for 12th months on RCA (Excluding Property Tax)

The above amounts are non- refundable, and no accounts or statement will be required to be given by the Builder/Developer/Promoter to the allottee in respect of the above amounts deposited by the Purchaser/allottee with the Builder/Developer/Promoter. The amounts as mentioned in clause 12 (iv) shall be deposited by the Builder/Developer/Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allotees as and when required.

15. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee 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 lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee 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.

16.(a) In the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining Units, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy Certificate.

(b) In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout."

17. It is clarified by the Promoter that, and the Allottee/s has/have unconditionally agreed that no separate Shares Certificate will be issued for any parking/s which will be related to Unit/s of the Allottee/s and will remain impartible. No one will be permitted to create any third party right/interest in such area/space and such right/interest will always be related to his/her/their/its Unit/s/Unit/s/Premises and therefore be inseparable.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee 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 upon 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 upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 building/wing 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, Building/wing, and common areas;
- vi. The Promoter shall be entitled to obtain further approvals and sanctions from the local authorities concerned with the prior consent of the allottee/s and also to

make such additions for raising storey/s or to put up such additional structure/s as may be approved by MBMC. and the other Competent Authorities.

vii. 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 created herein, may prejudicially be affected;

viii. 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;

ix.. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

x. 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 area of the structure to the Association of the Allottees;

xi. 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;

xii. 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 and/or the Project except those disclosed in the title report.

xiii. Promoter shall be entitled to sell the other unsold Unit/s and allot Parking's in the said project "Crescent WTC (Western Trade Center)" to any third party and for such user as is permissible under the law in that behalf and as it may deem fit and proper in that behalf.

xiv. The Promoter herein shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the said unsold Unit/s /Parking's etc. if any. The Promoter herein will bear the local body assessment if any payable and nothing else till all such unsold Unit/s /Office/s/Shop/s/ premises and parking's etc., in the said project "Crescent WTC (Western Trade Center)" are sold.

xv. The Building Completion Certificate in respect of the said "Crescent WTC (Western Trade Center)" is not obtained since the said Building/s is under construction and the Occupation Certificate and the Building Completion Certificate in respect of the building/s is required to be obtained and/or to be issued by the Municipal Corporation of Greater Mumbai and as the aforesaid Certificates are required to be obtained, the Builder/Developer/Promoter till then is not entitled to allow the Purchaser/s to enter into and take the possession of the Unit/s till such certificate is given by the competent and the concerned authority.

19. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or

change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society.

- 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 Unit is situated or any part thereof 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 Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government nor giving water, electricity or any other service connection to the building in which the Unit 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. In the event of the Allottee/s attempting to and/or disposing of the Unit/s or any part or portion thereof to any person or party, before making the full and final payment of consideration as agreed and mentioned hereinabove (without the written consent of the Builder/Developer/Promoter), this Agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such an event, the amounts paid till then under this Agreement by the Allottee/s shall be refunded to the Allottee/s without any interest thereon, after deducting therefrom the mutually agreed liquidated damages as well as the costs, charges and expenses as may be incurred by the Promoter with respect to this present Agreement
- xi. The Allottee 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 Units 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 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 Unit 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.
- xii. Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

20. The Allottee/s agree/s that his/her/their/its interest in the said property and the said building/s is inseparable and he/she/they/it shall not be entitled to at any time to demand partition of his/her/their/it interest in the said building/s and in the said property

21. The Allottee/s agree/s that any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall be same in any manner prejudice the rights of the Promoter.

22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23. The Promoter shall be entitled to obtain further approvals and sanctions from the local authorities concerned with the prior consent of the allottee/s and also to make such additions for raising storey/s or to put up such additional structure/s as may be approved by MBMC. and the other Competent Authorities..

24. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law, or changes in Municipal laws and other laws, rules &

regulations etc. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Unit] and if any such mortgage or charge is made or created then notwithstanding 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 who has taken or agreed to take such [Unit].

26. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee 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 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all

sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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 Unit/plot/building, as the case may be.

28. RIGHT TO AMEND

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /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 Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

32. 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.

33. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon 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, in Thane after the Agreement is duly executed by the Allottee 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 at Thane.

34. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

35. 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: _____

M/s Crescent Shelters

Address:- 801, Crescent Business Park, Next to Saki Naka Telephone Exchange, Andheri (east), Mumbai – 400072.

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.

36. JOINT ALLOTTEES

That in case there are Joint Allottees 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.

37. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

38. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the

RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39. 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 Indian courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

All That Piece and Parcel of Land Bearing CTS Numbers 4153,4453,4316,4351,4352,4354 To 4360,4404,4405,4406,4452,4152 in totally admeasuring about 8973.15 Sq. Metres Situate Lying and being at Village Mira in the Registration District and Sub-District of Thane 401107.

The said Properties are bounded as follows:

On or towards the North by : C.T.S. No.

On or towards the East by: C.T.S. No.

On or towards the South by :

On or towards the West by :

THE SECOND SCHEDULE ABOVE REFERRED TO

Commercial Premises bearing Unit No. _____ admeasuring _____ square meters of carpet area equivalent to _____ square feet of carpet area or thereabouts as per Rera (which is inclusive of the area of Balconies) on the _____ floor of the said Building No. A-2 to be constructed on the land described in the First Schedule hereinabove

SIGNED AND DELIVERED)

By the within named Promoter)

M/S. CRESCENT SHELTERS)

Through its Authorised Signatory)

1. Mr. _____)

In the presence of...)

1.

2.

SIGNED AND DELIVERED)

BY THE WITHIN NAMED)

Allottee: (including joint Unit buyers))

(1))

(2))

At _____ on _____)

In the presence of WITNESSES:)

1. Name

Signature _____

2. Name

Signature _____

RECEIPT

Received of and from the within named Allotee/Purchaser/s, the sum of
Rs. _____ **/-** **(Rupees**
_____ **Only)** towards part of
the Sale Consideration /Purchase Price as within mentioned and payable
by the Allotee/Purchaser to the Promoter on or before execution of this
Agreement.

WE SAY RECEIVED

For M/S. **CRESCENT SHELTERS** (PROMOTERS)

Authorized Signatory