THIS AGREEMENT MADE

AT BADLAPUR, TAL.AMBERNATH

ON THIS _____ DAY OF _____, 2024

B E T W E E N

M/S. KRISHNA BUILDCON (PAN NO.AAYPK0278Q) through its Partner MR. ....., age ..... years, having office at: Shop No.11, Anandi Avenue Building, Near Mohan Greenwoods, Manjalir, Badlapur (W) – 421 503 hereinafter called and referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include executors, administrators and assigns) **being the party of the first part.**

A N D

1) MR. _____**,** aged about _____ Years, **PAN NO.**_____**, 2) MRS.** _____**,** aged about ____ Years, **PAN NO.**_____**,** both residing at: _____ hereinafter collectively called and referred to as the **"PURCHASER/S/ALLOTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) **being the Party of the Second Part.**

WHEREAS Akanksha Co Op Housing Society Ltd., is the owner of and/or otherwise well and sufficiently entitled all that piece and parcel of land lying, being and situate at Survey No.48/6/5, area admeasuring about 1086 Sq.mtr., at Village: Kulgaon, Taluka Ambernath, District Thane, within the limits of the Kulgaon Badlapur Municipal Council and more particularly described in the **FIRST SCHEDULE** hereunder written hereinafter for the sake of brevity and convenience called and referred to as the **'said Property'**.

AND WHEREAS By Deemed Conveyance dated 17/05/2022 the Anant Laxman Gaikar, Chhotu Laxman Gaikar, Shri. Digambar Baban Gaikar Smt. Bharati Kamlakar Mhatre, Mr. Mahadev Laxman Gaikar, Meena Mahadev Patil, Ramesh Laxman Gaikar, Surekha Ravindra Thakur, Hirabai Dattatray Mhatre, all land owners through District Deputy Registrar and as the Vendors of the one part and M/s. Akanksha Enterprises through its Partner Mr. Mukesh R. Patel through District Deputy Registrar as the Builder/Promoter of the other part had conveyed, transferred all the rights of ownership of the said property alongwith structure standing thereon having 28 flats in favour of Akanksha Co. Op Housing Society Ltd., through Chairman Mr. Eknath Chahu Jadhv, Secretary Mr. Udaysing Bhimsing Parmar & Treasurer Mr. Jalindar Dharmaji Jadhav. And thereafter, the said society have followed necessary procedure and mutated their name in the revenue records vide mutation entry no.7473 passed by Talathi Saja Kulgaon and started enjoying **the said property** as absolute owners thereof.

AND WHEREAS that the construction of the building was dilapidated condition and requires huge repairs and therefore, the society members have passed resolution for re-development of the said property alongwith the building standing thereon and by re-development agreement dated 20/03/2023 duly registered under no.UHN2-3587/2023 & Power of Attorney bearing registration no.UHN2-3588/2023 where by all the members of Akanksha Co Op Housing Society Ltd., have granted re-development rights of said property unto M/s. Krishna Buildcon through its partners Mr. Sandeep Dayabhai Patel, Mr. Pramod Vishnu Patil, Mr. Abhishek Narayan Pathade, Mr. Kishan Sandeep Patel & Mr. Ishwar Lalji Pokar. And necessary permission for re-development of the said property has been obtained from the office of Assistant Registrar, Co-operative society, Ambernath under No.SANI/AMBERNATH/B-2/AKANKSHA/ PUNARVIKAS/NA-HARKAT/1832/YEAR 2021 dated 06/09/2021.

AND WHEREAS the Promoters have obtained Construction permission from the KULGAON BADLAPUR MUNICIPAL COUNCIL vide their letter no.KBNP/NRV/BP/1638/2022-2023 Unique No.31 dtd.26/04/2023. And whereas as per approved plan the proposed construction on said property.

AND WHEREAS in pursuance to the sanctioned plan and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which is to be performed by the builders/Promoters, the builders herein have become entitled to commence work of construction of the said project/building as shown on the plan annexed hereto.

AND WHEREAS By virtue of the Agreement of Re-development dated 20/03/3/2023 hereinbefore recited, Promoter has full right to get the plans re-sanctioned, amended, revised, or revalidated till the completion of building and the expenses for such amendments or revalidation shall be borne by the Promoters. This condition is binding with old owners as well as new purchasers.

AND WHEREAS the Promoters have offered to sell the various Flats/Shops/Offices in the said proposed building that is now under construction as per terms and condition agreed in redevelopment agreement executed between Akanksha Co Op Housing Society Ltd., and present Promoter.

By virtue of the said Agreement for Redevelopment hereinbefore recited, the Promoters alone have the sole and exclusive right to develop the “entire land” and use F.S.I./TDR/Premium/incentive/ancillaries etc. related to the said property.

AND WHEREAS the purchaser on coming to know that various Flats/Shops/Offices are offered for sale expressed his/her desire to purchase and applied to the Promoters for allotment/or acquire on ownership basis **Flat/Shop**, **bearing No…….. on the ……. Floor** in Building with all the amenities fittings as mentioned and more particularly described in the **SECOND SCHEDULE** (Amenities and Specifications) herein under written.

AND WHEREAS the carpet area of the said **Flat/Shop is ..... square meters** and "carpet area" means the net usable floor area of Flat/Shop/Commercial Space excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flats/Shops/Offices for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flats/Shop/Office for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flats/ Shop/Office.

AND WHEREAS the promoter is in possession of the project land; entitled to and enjoy upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Purchaser is offered a **Flat/Shop bearing number ....., on the ..... floor**, (herein after referred to as the said "**Flat/Shop**") in the building (herein after referred to as the said "**Building**") being constructed in the said project, by the promoter;

AND WHEREAS the promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai **bearing No..... dtd.....** (Authenticated copy is Annexed herewith and marked as **Annexure 'E'**);

AND WHEREAS the promoter has appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the Re-Development Agreement/Power of Attorney & Development Agreement/Power of Attorney the promoter has sole and exclusive right to sell the Flat/Shop in the said building to be constructed by the promoter on the project land and to enter into Agreement/s with the purchaser/s of the Flat/Shop to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the promoter has given inspection to the purchaser of all the documents of title relating to the

project land and the plans, designs and specifications prepared by the promoter's Architect Mr. Pramod Patil 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 the attorney at law or advocate of the promoter, authenticated copies of property card or any other relevant record showing the nature of the title of the promoter to the project land on which the Flats/Shops/Offices 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 and specifications of the Flat/Shop agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "C".**

AND WHEREAS 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 and shall obtain the balance approvals from various authorities from time to time as per requirement, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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 and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS Promoter has annexed hereto copies of following necessary documents:

Sr. No.	**Particulars**	**Annexure**
1.	7/12 extract and Title Certificate	A & B
2.	Floor plan of the said Flats/Shops	C
3.	Appendix D-1 (Commencement Certificate)	D
4.	Authenticated copy of Registration Certificate issued by Maha RERA for the property.	E

AND WHEREAS, the Parties relying on the confirmation, 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 purchaser has paid to the promoter a sum of **Rs...../- (Rupees .....Only)** only, being part payment of the sale consideration of the Flat/Shop agreed to be sold by the promoter to the purchaser as advance payment or application fee (the payment and receipt whereof the promoter hereby admit and acknowledge both) and the purchaser has agreed to pay to the promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the promoter is required to execute a written Agreement for sale of said Flats/Shop with the purchaser, 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 hereby agrees to purchase the Flat and shop/covered parking (if applicable).

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 building on the project land in accordance with the plans, designs and specification as approved by the concerned local authority time to time, in the name of **AKANKSHA CO-OPERATIVE HOUSING SOCIETY LIMITED.**

1(a) (i) The purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the purchaser **Flat/Shop No.....** of carpet area admeasuring **..... sq.meters** on **..... Floor** in the building (hereinafter referred to as "the **Flat**/Shop") as shown in the floor plan thereof hereto annexed for the consideration of **Rs...../- (Rupees ..... Only)** of the premises.

1(b) (i) The purchaser has paid on or before execution of this agreement a sum of **Rs...../- (Rupees ..... Only)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs..... Only)** in the following manner :-

i. (not exceeding **30%** of the total consideration) to be paid to the Promoter after the execution of this agreement.

ii. (not exceeding **45%** of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Flats/Shop is located.

   a. On Excavation 5% -
   b. On Footing 5% -
   c. On completion of plinth 5% -

iii. (not exceeding **70%** of the total consideration) to be paid to the Promoter on completion of the slabs of the building in which the said Flats/Shop is located.

   a. Ground Floor 10%
   b. On 1st Floor to 6th Floor 15% -

iv. (not exceeding **75%** of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, flooring, doors and windows of the said Flats/Shop.

v. (not exceeding **80%** of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flats/Shop.

vi. (not exceeding **85%** of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flats/Shop is locked.

vii. (not exceeding **95%** of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said Flats/Shop is located.

viii. Balance amount at the time of handing over of the possession of the Flats/Shop to the purchaser on or after receipt of occupancy certificate or completion certificate.

iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. ..... Situated at ..... Basement and/or stilt and /or ..... podium being constructed in the layout for the consideration of Rs..... /-

1(c) The Total 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/Plot)

1(d) 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(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee 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 by the promoter.

1(f) 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, 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(g) The Allottee authorized 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 Total price above **excludes** taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST), 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), in effect as on date of this agreement. Any new Tax/levy introduced by Central or State Government or local authorities or any other competent authorities may be payable by the purchaser as and when it is demanded/due for payment.

3. 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 Purchaser for increase in development charges, costs 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 demand letter being issued to the purchaser, which shall only be applicable on subsequent payments.

4. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the purchaser 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 purchaser by the Promoter.

5. The Promoter shall confirm the final carpet area that has been allotted to the purchaser 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 per cent. The total price payable for any 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 purchaser 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 purchaser. If there is any increase in the carpet area allotted to purchaser, the Promoter shall demand additional amount from the purchaser 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.

6. The purchaser 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 purchaser undertakes not to

object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basement/floors in case of multi-storied building.

7. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction 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 Shop/Flats to the purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flats/Shop.

8. Time is essence for the Promoter as well as the purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Flats/Shop] to the purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the installments 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(b) herein above. (“payment plan”).

9. The allottee along with other allottee(s) of Apartment 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, 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.

I. 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 Vendor/Lessor/Original Owner/ Promoter and /or the owners in the said structure of the Building or wing in which the said Apartment is situated.

II. The promoter shall, within three months of registration of the Federation/ apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

III. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company 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.

The Promoter hereby declares that the floor space index available as on date in respect of the project land is **..... Square meters** only and Promoter has planned to utilize space index of **..... Square meters** by availing of TDR or FSI or ancillaries available on payment of premiums or FSI available as incentive FSI etc. 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.

10. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flats/Shop] to the purchaser, the Promoter agrees to the purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession. The purchaser agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the purchaser to the Promoter under the terms of this agreement from the date the said amount is payable by the purchaser(s) to the Promoter.

11. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the purchaser to the Promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the purchaser, of his intention to terminate this agreement and of the specified breach

or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the purchaser 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 purchaser (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 Flats/ Shop which may till then have been paid by the purchaser to the Promoter.

12. The fixtures and fittings with regard flooring and sanitary fittings and amenities like lift to be provided by the Promoter in the said building and the Flats/Shop as is set out in **SECOND SCHEDULE** of this Agreement.

13. The Promoter shall give possession of the Flats/Shop to the purchaser on or before **.....** If the Promoter fails or neglects to give possession of the Flats/Shop to the purchaser on account of reasons beyond his control and his agents by the aforesaid date then Promoter shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the Flats/ Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date amounts and interest thereon is repaid.

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

(i) War, civil commotion or act of God, pandemic situation;

(ii) Any notice, order, rule, notification of the government and/or other public or competent authority/court.

14. **Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and the payment made by the purchaser as per the agreement shall offer in writing the possession of the Flats/Shop, to the purchaser 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 Flats/Shop to the purchaser. The Promoter agrees and undertakes to indemnify the purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Promoter. The purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the purchaser in writing within 7 days of receiving the occupancy certificate/completion certificate of the project and or after completion of the building if local authorities fail to issue occupancy certificate/ completion certificate within reasonable time due to circumstances which is not under the control of the Promoter, in such case Promoter can offer the possession of the said Flats/shop to the purchaser.

15. **The purchaser shall take possession** of the Flats/Shop within 15 days of the written notice from the Promoter to the purchaser intimating that the said Flats/Shop is ready for use and occupancy.

16. **Failure of purchaser to take possession of** Flats/Shop**:** Upon receiving a written intimation from the Promoter as per clause 14, the purchaser shall take possession of the Flats/Shops/Offices 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 Flats/Shop to the purchaser. In case the purchaser fails to take possession within the time provided in clause 14 such purchaser shall continue to be liable to pay maintenance charges as applicable.

17. If within a period of five years from the date of handing over the Flats/Shop or from the date of Completion/ Occupancy Certificate issued by the Competent Authorities, whichever is earlier, the purchaser brings to the notice of the Promoter any structural defect in

the Flats/Shop or the building in which the Flats/Shop is 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 purchaser shall be entitled to receive from the Promoter, compensation for such major defects in the manner as provided under the Act. In this case the Purchaser shall not make any kind of structural changes, modification, alteration and addition to the Flats/Shop/premises/building without prior approvals from the concerned local authorities.

IV. 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 Vendor/Lessor/Original Owner/ Promoter and /or the owners in the said structure of the Building or wing in which the said Apartment is situated.

V. The promoter shall, within three months of registration of the Federation/ apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

VI. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company 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.

At the time of registration of conveyance or Lease 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 or lease 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 lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour or the Apex Body or Federation.

The purchaser along with other purchaser(s)s of Flats/Shop in the building shall join in existing Society i.e. Akanksha Co-operative Housing Society, and for this purpose, from time to time sign and execution of application for membership and other papers for becoming a member, the bye-laws of existing society is binding on newly added members. The Promoter shall add the membership of new members in the existing society or association of allottees by whatever named called Co-operative Societies and/or Apex Society and/or limited company within a period of 3 months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project. And for that purpose the Promoter shall submit the application in that behalf to the Registrar for registration of a Co-Operative Housing Society under the Maharashtra Co Operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty one per cent of the total number of allottees in such a building or a wing have booked their apartment. That the Promoter shall made such application within a period of 3 months from the date of receipt of occupation certificate of the last of the building which was to be constructed in the layout.

18. Within 15 days after notice in writing is given by the Promoter to the purchaser that the Flats/Shop is ready for use and occupancy, the purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the carpet area of the Flats/Shop of outgoings in respect of the project land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repair and salaries of clerks, bill collector, watchman, sweepers and all other expenses necessary and incidental to the management and

maintenance of the project land and building. It is agreed between the parties to this agreement that the purchaser shall pay partly lumpsum amount and monthly society maintenance to the Promoter at the time of possession or after obtaining the completion certificate whichever is earlier.

- **Monthly Maintenance Amount:** - the purchaser shall pay Rs. ...../- (excluding GST) on monthly basis towards the society maintenance to the Promoter for two years at the time of possession or after obtaining the completion certificate whichever is earlier. This amount will be increase or decrease time to time as per the mutual understanding of the society and the Promoter. After completion of two years of handing over of the developed project to the society which ever is earlier society will solely maintain the building of it's own terms and conditions as per rules and regulation of the co-operative society act.
- It is specifically agreed between the parties to this agreement that after handing over the charge of new constructed building to the society, the builder/promoter will not be liable for the payment of any maintenance charges/any other charges for unsold units in the said redeveloped building. It is further agreed that member /society can claim maintenance amount from new purchasers becomes member of the society from the period of the new purchaser can become member of society.

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

i. Rs. .....NIL..... for share money, application entrance fee of the society or limited company/federation/Apex body.
ii. Rs. .....NIL..... for formation and registration of the society or limited company/federation/Apex body.
iii. Rs.....NIL.....For deposit towards provisional monthly contribution towards outgoings of the society or limited company/federation/Apex body.
iv. Rs. .....NIL..... For deposit towards water, electric, and other utility and service connection charges and

v. Rs. .....NIL..... for deposit of electrical receiving and sub-station provided in layout.

vi. The purchaser shall pay to the Promoter a sum of Rs...NIL..... for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Promoter.

20. **REPRESENTATION AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the purchaser 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 such litigations, orders from the any Hon. Court or any government authority which lead to bring any obstacle to construction activity of 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 building 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 and said building 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 purchaser 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 Flats/ Shop which will, in any manner, affect the rights of purchaser under this agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flats/Shop to the purchaser in the manner contemplated in this agreement;

ix. 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;

x. 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 and/or the project except those disclosed in the title report.

21. The purchaser/s or himself/themselves with intention to bring all person into whosoever hands the Flats/Shop may come, hereby covenants with the Promoter as follows:-

i. To maintain the Flats/Shop at the purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flats/Shop is taken and shall not do or suffer

to be done anything in or to the building in which the Flats/ Shop is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Flats/Shop is situated and the Flats/Shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flats/Shop 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 Flats/Shop 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 staircase, common passages or any other structure of the building in which the Flats/Shop is situated, including entrances of the building in which the Flats/Shop is situated and in case any damage is caused to the building in which the Flats/Shop is situated or the Flats/Shop on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flats/Shop and maintain the Flats/Shop in the same condition, state and order in which it was delivered by the Promoter to the purchaser and shall not do or suffer to be done anything in or to the building in which the Flats/Shop is situated or the Flats/Shop which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the purchaser committing any act in contravention of the above provision, the purchaser 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 Flats/Shop 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 Flats/Shop or any part thereof, nor any alteration in the elevation and

outside colour scheme of the building in which the Flats/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flats/Shop 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 Flats/Shop 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 Flats/Shop without the prior written permission of the Promoter and/or the society or the limited company.

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 Flats/Shop 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 Flats/Shop in the compound or any portion of the project land and the building in which the Flats/Shop 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 or giving water, electricity or any other service connection to the building in which the Flats/Shop 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 Flats/Shop by the purchaser for any purpose other than for purpose for which it is sold.

ix. The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the

possession of the Flats/Shop until all the dues payable by the purchaser to the Promoter under this agreement are fully paid up.

x. The purchaser shall observe and perform all the rules and regulation which the society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Shop therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The purchaser shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupancy and use of the Flats/Shop 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 and till the last unit of the structure of the building in which the Flats/Shop is situated is executed in favour of the Society, the purchaser 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.

Section 11 (4) (e) “Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Rule 9(1) (i) Where a Co-Operative Housing Society ……. the Promoter shall submit the application in that behalf to the Registrar for registration of a Co-Operative Housing Society under the Maharashtra Co Operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty one per cent of the total number of allottees in such a building or a wing have booked their apartment.

Rule 9(1) (ii) Where a Promoter..... then the Promoter shall submit an application to the Registrar for registration of the Co Operative Society or the company application to the Registrar for Registration of the Co Operative society or the company to form and register an Apex Body in form of federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-rule (1) of rule 9(1) (i) herein above. Such application shall be made within a period of three months from the date of the receipt of occupation certificate of the last of the building which was to be constructed in the layout

22. The Promoter shall maintain a separate book of account in respect of sums received by the Promoter from the purchaser 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 purpose for which they have been received.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats/Shop and building or any part thereof. The purchaser shall have no claim save and except in respect of the Flats/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terraces, recreation spaces, will remain the property of the Promoter until the project land is transferred to the AKANKSHA CHS Ltd. as hereinbefore mentioned.

24. **Parking:** the Promoter shall not allot/sale parking area (Covered or Open) to the purchasers/allottees. The parking space will be common for all the prospective purchaser/allotees. The Promoter shall not charge amount towards the parking (Open). It will be handed over to the society, at the time of the handing over the entire redevelop structure to the society.

25. It is agreed between the parties that the society, society members and Promoters will not raise any objection towards the any commercial unit holder (old/new) in the new building, who hold the Government

certificate/Government License to start/commence any kind of business activity in his respective new commercial unit.

26. **PROMOTER SHALL NOT MORTAGAGE OR CREATE A CHARGE**

After the Promoter executes this agreement he shall not mortgage or create a charge on the Flats/Shop 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 purchaser who has taken or agreed to take such Flats/Shop.

27. **BINDING EFFECT**

Forwarding this agreement to the purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the purchaser until, firstly, the purchaser signs and delivers this agreement with all the schedules along with the payment due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the purchaser and secondly, appear for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the purchaser(s) fails to execute and deliver to the Promoter this agreement within 30 (thirty) days from the date of its receipt by the purchaser 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 purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and the cancellation will be processed as per Maha RERA Guidelines.

28. **ENTIRE AGREEMENT:** This agreement, along with its schedules and annexure, constitutes the entire agreement between the parties, the parties with respect to the subject matter hereof and supersedes any and the all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flats/Shop, as the case may be.

29. **RIGHT TO AMEND:** This agreement may only be amended through written consent of the parties.

30. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent purchasers of the Flats/Shop, in case of a transfer, as the said obligations go along with the Flats/Shop for all intents and purpose.

31. **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 regulation made there under or the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Wherever in this agreement it is stipulated that the purchaser has to make any payment, in common with other purchaser(s) in project, the same shall be in proportion to the carpet area of the Flats/Shop to the total carpet area of all the Flats/Shop in the project, if applicable.

33. **FURTHER ASSURANCE**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instrument 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.

34. **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 office, or at some other place, which may be mutually agreed between the Promoter and the purchaser, in Badlapur after the agreement is duly executed by the purchaser 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 The Sub-Registrar Office.

35. **The purchaser** 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.

36. That all notice to be served on the purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser or the Promoter by registered post A.D and notified Email ID/Under certificate of posting at their respective addresses specified below:

1) MR. .....
2) MRS. ..... (Name of purchasers)
both residing at: .....
(purchaser's address)
Notified Email ID:

M/S. KRISHNA BUILDCON
office at: Shop No.11, Anandi Avenue Building,
Near Mohan Greenwoods, Manjarli,
Badlapur (W) – 421 503
Notified Email ID:

It shall be the duty of the purchaser and the Promoter to inform each other of any changes in address subsequent to the execution of this agreement in the above address by registered post failing which all communication and letters posted at the above address shall be deemed to have been received by the Promoter or the purchaser, as the case may be.

37. **JOINT Purchasers :**That in case there are joint purchasers all communication shall be sent by the Promoter to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purpose to consider as properly served on all the purchasers.

38. **STAMP DUTY AND REGISTRATION:** The charges towards stamp duty and registration of this agreement shall be borne by the purchaser only.

39. **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

40. **GOVERNING LAW:** That all 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 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 Badlapur in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL OF N.A. LAND lying, being and situate at Survey No.48/6/5, area admeasuring about 1086 Sq.mtr., at Village: Kulgaon, Taluka Ambernath, District Thane, within the limits of Kulgaon Badlapur Municipal Council, within the Sub registration district Ambernath, Registration district Thane and bounded as follows:

ON OR TOWARDS EAST : As Per Revenue Record

ON OR TOWARDS WEST : As Per Revenue Record

ON OR TOWARDS SOUTH : As Per Revenue Record

ON OR TOWARDS NORTH : As Per Revenue Record

together with all easement rights and benefits etc.

THE SECOND SCHEDULE ABOVE REFERRED TO:

FLAT being **Flat No.....** on **..... floor**, area admeasuring **..... Sq.mtr. (carpet)**, in the Building known as **"AKANKSHA CO OP HOUSING SOCIETY LTD."** constructed on all that piece and parcel of land bearing Survey No.48/6/5, area admeasuring about 1086 Sq.mtr., at Village: Kulgaon, Taluka Ambernath, District Thane, within the limits of Kulgaon Badlapur Municipal Council.

SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all purchasers of premises in the said building in limited common areas and facilities i.e. Staircase, Staircase landing, Compound, Lobbies and Passage

SIGNED & DELIVERED

by the within named PROMOTERS

M/S. KRISHNA BUILDCON (PAN NO.AAYPK0278Q

Through its Partner

MR. ..... _____

SIGNED & DELIVERED

by the within named PURCHASER/S/ ALLOTEE/S

1) MR. ..... _____

PAN NO.....

2) MRS. ..... _____

PAN NO.....

WITNESSES:

1. Name.....

Signature.....

2. Name.....

Signature.....

RECEIPT

RECEIVED of from the flat PURCHASER/S/ALLOTEE/S above named the sum of Rs……/- (Rs. ……Only) by Cheque/RTGS in the following manner:-

Date	Amount	Cheque No. / RTGS	Name of Bank
Total	……/-		

In Regarding Flat No…… on …… Floor, area admeasuring …… Sq.mtr. (Carpet), in the Building known as "AKANKSHA CO OP HOUSING SOCIETY LTD." situated at Village Kulgaon, being the sum of earnest part payment paid to us as within mentioned.

Rs……/-

I say Received

M/s Krishna Buildcon

Through its partner

Mr. ……

The Builders/Developers