

AGREEMENT FOR SALE

This Agreement made at ____this ____day of _____ in the year Two Thousand and Twenty __ between **M/s. LAXMINA ARGENTUM REALTIES (INDIA) PRIVATE LIMITED**, a private Limited company duly registered under the Companies Act, 2013 having CIN No._____, having Income Tax Permanent Account No. _____ and an Administrative Office at **1401, 14th floor, Sanjona Chambers, Opp. IIPS Office, Deonar Lakme Road, Deonar, Mumbai – 400 088**, hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns] of the One Part;

AND

_____, aged about ____ years respectively, adult/s, Indian Inhabitant/s, residing at _____, having Income Tax Permanent Account No. ____ respectively, hereinafter jointly and severally referred to as "**THE ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/ her/ their heirs, executors, administrators and assigns] of the Other Part.

The Promoter and Allottee shall hereinafter jointly/collectively be referred to as "**the Parties**" and individually as "**Party**".

W H E R E A S:

- A. 1. Mr. Krishna Iyer Sundaram was seized and possessed and otherwise entitled to all that piece and parcel of land admeasuring 864.5 sq mts., or thereabouts and bearing Plot No. 194, in S.S till Chemburm C.T.S Nos. 1085, 1085/1 to 1085/8 of Village and Taluka Chembur in the Mumbai Suburban district and lying , being and situate at Gaothan Road No. 3, Chembur, Mumbai -400071. And more Particularly Described in the First Schedule and is hereinafter referred to as ("The Said Land").
- B. Mr. Krishna Iyer Sundaram constructed on the said land a building comprised of ground + 2 Upper Floor consisting of 24 flats for the residence of its members.("The Building")
- C. By an Agreement for Sale between the said Mr. Krishna Iyer Sundaram as the Vendor of the One Part and Mr. K.R Ganpati acting in his capacity as Chief Promoter of Sarvanabhava Co-operative Housing Society Limited

(Proposed) of the other Part, the said Krishna Iyer Sundaram agreed to sell and Mr. K.R Ganpati as the chief promoter of Sarvanabhava Co-operative Society Limited (Proposed) agreed to purchase the said Land and the building.

- D. ‘Sarvanabhava Co-operative Housing Society Limited’ was thereafter duly registered with the Maharashtra Co-operative Housing Societies Act, 1960. Under Registration No. BOM/HSG/963 of 1965.
- E. Upon completion of the construction of the building and occupation of the flats, by the members, the Society became seized, possessed of or otherwise absolutely entitled to the said Land together with the building standing thereon comprising of ground plus two upper floors consisting of 24 Flats lying, being and situate at Gaothan Road No. 3, Chembur Mumbai 400071. The said Land and the building more particularly described in the hereunder written and hereinafter jointly referred to as (“The said Property”).
- F. Vide registered Indenture dated 15th July 1965 (the Indenture) registered with the sub-registrar of Assurances at Bombay vide No. BOM/R-2250/1965 executed between Mr. Krishna Iyer Sundaram being the Confirming party of the Second part and the Said Society being the Purchasers of the Third Part, the said Mr. Krishna Iyer Sundaram sold, assigned, released and conveyed unto the said Society the said Land together with a building known as “Krishna Niwas” standing thereon comprising of ground plus two upper floors consisting of 24 flats lying, being and situated at Gaothan Road, No.3, Chembur Mumbai -400071 on the terms and conditions as more particularly set out therein and the said Mr. K.R Ganapati confirmed the same.
- G. The Society, with its heir respective members is in exclusive possession, occupation and enjoyment of the said property. The Society at its Annual General Meeting (AGM) held on 26th September 2010 resolved to undertake the redevelopment of the said Property by demolishing the existing building and constructing thereon a new building and passed a resolution to that effect. Since the members could not mobilize the required finance nor had the expertise to carry out such work, it was resolved to entrust the Redevelopment to professional Developers and invite offers for Redevelopment.
- H. Accordingly, after considering the various offers, the offer of M/s. Dhoot Developers was found to be most beneficial and accordingly, by a special general body meeting dated 17th October 2012, a decision to appoint M/s. Dhoot Developers Private Limited was taken and the same was intimated to

the Deputy Registrar of Co-operative Societies who was present at the meeting through the authorized officer.

- I. The Society vide its letter dated 18th October 2012 addressed to the Deputy Registrar of Co-operative Societies informed the said Dy. Registrar about the meeting dated 17th October 2012 and requested for a no-objection, accordingly, the Deputy registrar vide his letter dated 26th November 2012 accorded his No-objection.
- J. By a Development Agreement dated 31st December, 2014 executed between the Society (as the Society therein) and the Developers (as the Developers therein) and registered with the office of Sub Registrar of Assurances on KRL-1 under Serial No. 1016-2015 , (hereinafter referred to as the said “Development Agreement”) the Society has appointed and granted unto the said Developers, development rights’ to re-develop the said land alongwith the building standing thereon comprising of ground plus 2 (two) upper floors consisting of 24 flats situated, lying and being at Gaothan Road No. 3, Chembur Mumbai 400 071, for the consideration and on the terms and conditions more particularly stated therein. The said Plot and the said Building unless referred to independently shall hereinafter collectively be referred to as the said “Property” and is more particularly described in the Schedule hereunder written;
- K. The date of possession as per the Development Agreement was 31/12/2016, however, on account of several reasons, the same could not be complied with and thereafter, M/s. Dhoot Developers made a revised offer letter dated 13th March 2021 and accordingly, a Supplementary Development Agreement dated 23/09/2021 at Kurla-1 under Serial No. KRL1-14739-2021 came to be executed between the Society and M/s. Dhoot Developers Private Limited.
- L. On account of the delays and defaults made in the redevelopment of the said Property by M/s. Dhoot Developers and not receiving any structured plan for redevelopment from M/s Dhoot Developers and on account of their failure to apply for and obtain IOD on or before 31st December 2021, the Development Agreement and the Supplementary Development Agreement stood terminated .
- M. As the said M/s Dhoot Developers Private Limited failed to commence the development work entrusted to them, the Society by letter dated February 25, 2022 terminated the said Development Agreement. Thereafter, the present Redeveloper submitted a proposal vide letter dated April 30, 2022 and a final

proposal for redevelopment vide proposals' dated May 20, 2022, June 8, 2022 and July 18, 2022, the said proposals collectively were discussed in Special General Body Meeting conducted on October 9, 2022 and in the said Special General Body Meeting, the proposal of the present Redeveloper was approved by majority consent.

- N. All the members thereafter provided written in favour of the Redeveloper and Society vide a letter of appointment dated 9th October 2022 appointed the Redeveloper to carry out the Redevelopment of the said property belonging to the Society, which appointment is accepted by the Redeveloper.
- O. All the members of the Society have, after thoroughly perusing and approving the Redevelopment Agreement, joined in the execution of the said Redevelopment Agreement, thus confirming their irrevocable consent, for the appointment of the Redeveloper herein for the purpose of Redevelopment of the said Property on the terms and conditions contained in the said Redevelopment Agreement.
- P. The said Redevelopment Agreement (hereinafter for brevity referred to as 'the Redevelopment Agreement') alongwith a Power of Attorney requested for the attainment of the objects of Redevelopment as conferred by the said Redevelopment Agreement were executed on 19/12/2022 and registered with the Sub Registrar of Assurances of Kurla under Serial No.-Kurla -1, under Number 22767 of 2022 dated December 19, 2022. and respectively whereby the Society and members of the Society granted to the Redeveloper the rights to develop the said property and sell flats after providing to the Society and its present existing Members 24 flats on the terms and conditions contained therein.
- Q. Intimation of Disapproval ("IOD") bearing Number P-14400/2023/(1085 And Other)/M/WWard/CHEMBUR-W/IOD/1/New as well as plans for utilization of 2.7 FSI have been obtained by the Redeveloper. Copy of the IOD dated 25/05/2023 is annexed hereto and marked as Annexure "___".
- A. WHEREAS by an Agreement dated 19 day of December 2023 / Power of Attorney dated 19/12/2023 executed between **SARAVANABHAVA CO-OPERATIVE HOUSING SOCIETY LIMITED** (hereinafter referred to as "the Original Owner") of the One part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at _____ in the Registration Sub-District of _____ admeasuring _____ square meters., or

thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as “the project land”) and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney ;

B. The Title of the Society and the right of the Redeveloper to construct and sell, is certified by M/s. Mannadiar & Company Advocates & Solicitors as per their **Title Certificate** dated **12/07/2023**. A copy the Title Certificate is annexed hereto and marked **Annexure “ ”**

C. The Tenure of the said property is “B1” there are no other covenants or impediment attached to the Land and there is no encroachment or easement legally or illegally created or acquired by prescription and there are no charges or other clogs on the society’s title to the said property.

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

E. AND WHEREAS the Promoter is in possession of the project land ;

18. The Municipal Corporation of Greater Mumbai has approved the Plans for Building intended to be erected on the said land and has accordingly issued to the Promoter, the **Intimation of Disapproval** vide Letter Ref. No P-14400/2023/(1085 And Other)/M/WWard/CHEMBUR-W/IOD/1/New, **dated 25/05/2023** and the **Commencement Certificate** vide Ref. No. P-14400/2023/(1085 And Other)/M/W Ward/CHEMBUR-W/CC/1/New, dated **14/07/2023**, is annexed hereto and marked as **Annexure “ ”**.

19. AND WHEREAS the Authenticated Copies of the **Plans of the Layout** as proposed by the Promoter and according to which the construction of the Buildings and Open Spaces are proposed to be provided for on the said Project, have been annexed hereto and marked as **Annexure “ ”**.

20. AND WHEREAS the authenticated copies of the **Floor Plans** and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Local Authority, have been annexed and marked as **Annexure “ ”**.

21. In pursuance of the Agreements/ Deeds herein before recited, the Promoter is entitled in law to erect a Building in accordance with the approved Building Plans read with the Commencement Certificate and Development Permission recited herein before.

22. The Promoter has appointed Sunil Deole, having address at **701/702, A Wing, Jay-Vijay Building, Uday Cinema Road, Ghatkopar (W) Mumbai-400 086**, as an **Architect** who has been registered with the Council of Architect and has appointed **PARAS CONSULTANTS, R.C.C Consultant and Structural Engineers**, having address at **103, Prince Palace, J.V.Road, Ghatkopar (West), Mumbai-400 086**, as **Structural Engineers** for the preparation of the Structural Designs and Drawings of the Building.

23. The Promoter has given inspection to the Allottee of the said Agreements and other Deeds recited herein before and all other documents, letters, papers and writings referred to therein as well as Building Plans, Commencement Certificate and designs, specifications, etc., sanctioned by the Municipal Corporation of Greater Mumbai and other documents as required under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as “**the said Act**” and the Rules and Regulations made therein.

24. The Allottee has examined, approved and satisfied himself/ herself/ themselves, regarding the Title of the Promoter and the Building and Floor Plan, etc., the nature and quality of construction and **fittings, fixtures, facilities and Amenities** provided/to be provided thereto as per the general specifications stated in the **Annexure “ __ ”** hereto.

25. AND WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the said proposed Plans.

26. The Allottee hereby further agrees and consents for any other variation or modification made by Promoter at their sole discretion for development of the said Housing Project, which the Promoter may consider necessary and provided the same is approved by the Municipal Corporation of Greater Mumbai or Competent Authority. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment, except any alterations or additions required by Competent Authority or due to change in law. The Promoter shall also be entitled to and may carry out minor additions/ alterations due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

27. AND WHEREAS the Allottee has applied to the Promoter for Reservation of an **Apartment** bearing No. __, on the __ **Floor**, of the Building known as “**LAXMINA KRISHNA NIWAS**” being developed by the Promoter, on “**Saravanabhava CHSL**” Plot No.194, bearing CTS No.1085, 1085 (1 TO 8),

Road No.3, DK Sandu Marg, at Chembur, Mumbai-400 071, Taluka Kurla, District Mumbai Suburban [hereinafter referred to as “**The Said Apartment**”].

28. AND WHEREAS the **Carpet Area of the said Apartment is __ Square Meters** and "**Carpet Area**" means the net **Usable Floor Area** of an Apartment, excluding the area covered by the external walls, areas under Services Shafts, exclusive Open Balcony appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

29. However Apartment is also having **Open Balcony and Utility Area** admeasuring ____ **Sq Mtrs** (____ Square Feet), for which no consideration is taken from the Allottee.

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

31. AND WHEREAS, 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 total Sale Price consideration of **Rs. __ (Rupees __ Only)** towards the said Premises agreed to be sold by the Promoter to the Allottee as **Advance Payment or Application Fee** (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter, the balance of the sale consideration at the time and in the manner as hereinafter appearing;

32. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority** within the stipulated time period and inform the Allottee the Registration Number of the same (This Registration is granted under Section 5 of the Act to the Project under **Project Registration No. __**, have been annexed and marked as **Annexure “__”**.

33. AND WHEREAS, under **Section 13** of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee, 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 said Apartment.

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

1. The Promoter shall construct the said Building, consisting of **Stilt on Ground Floor and Eleven (part) upper Floors** on the Project Land in accordance with the Plans, Designs and Specifications as approved by the Municipal Corporation of Greater Mumbai from time to time. **Provided that the Promoter shall have to obtain prior consent in writing of 2/3rd of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government Authorities or due to change in law.**

2. a). The Allottee hereby agrees to acquire/ purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the **Apartment bearing No. __, on the __ Floor, of Carpet Area admeasuring __ Square Meters**, in the Building known as “**LAXMINA KRISHNA NIWAS**” being developed by the Promoter, on “**Saravanabhava CHSL**” Plot No.194, bearing CTS No.1085, 1085 (1 TO 8), Road No.3, DK Sandu Marg, at **Chembur, Mumbai-400 071, Taluka Kurla, District Mumbai Suburban** (hereinafter referred to as “**the Apartment**”) as shown in the Floor plan thereof hereto annexed and marked **Annexure “__”**, at or for the total sale consideration of **Rs.85,00,000/- (Rupees Eighty Five Lakhs Only)**.

However, Apartment is also having an **Open Balcony and Utility Area**, admeasuring **__-__ Sq.Mtrs (__-__ Sq.Ft)**, for which no consideration is taken from the Allottee.

b). The Allottee hereby agrees to acquire/ purchase from the Promoter and the Promoter hereby agrees to reserve to the Allottee, a **Covered/ Mechanical Car Parking Space** bearing No. **__-__**, situated on the **Stilt** of the said Building, being constructed in the layout, for which no consideration is taken from the Allottee (hereinafter referred to as “**the said Car Parking Space**”). Further the Allottee shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.

3. The Allottee shall pay the aforesaid lump sum price of **Rs.__/- (Rupees __ Only)** to the Promoter, after deducting the TDS Amount as applicable from time to time.

The Allottee shall handover the **TDS Certificate** to the Promoter, on payment of the same, from time to time as applicable thereto.

a). The Allottee 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. ___/- (Rupees __ Only)** in the following manner:

PAYMENT SCHEDULE	Percentage of Payment
Earnest Money	10%
At the time of Execution of Agreement for Sale	20%
On Completion of Plinth	15%
On Completion of 1st Slab	3%
On Completion of 2nd Slab	2%
On Completion of 3rd Slab	2%
On Completion of 4th Slab	2%
On Completion of 5th Slab	2%
On Completion of 6th Slab	2%
On Completion of 7th Slab	2%
On Completion of 8th Slab	2%
On Completion of 9th Slab	2%
On Completion of 10th Slab	2%
On Completion of 11th Slab	2%
On Completion of 12th Slab	2%
On Completion of Brickwork of Walls, Electrical Work, Internal Plaster, Door Frames, Waterproofing U.G. Tank & Overhead Tank	10%
On Completion of Flooring, Window Frames, Plumbing & External Plaster & Lifts	10%
On Completion of Painting Work, Lobby Work Installation of Stack Parking.	5%
On Possession	5%
TOTAL	100%

4. The Allottee authorises the Promoter to adjust/ appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding, if any, in his/her/ their name as the Promoter may in their sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/ her/ their payments in any manner. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Promoter.

5. In addition to the Consideration of the Apartment as mentioned hereinabove the Allottee shall be liable to pay and hereby agrees to pay to Promoter any Statutory Taxes, like GST, Service Taxes, VAT or any other Charges, Levy, Tax, Duty by

whatever name called, if made applicable, under any law by the Government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within **7 Days** upon receiving a **Notice of Demand** from Promoter.

6. 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/ State or Central 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 alongwith the Demand Letter being issued to the Allottee, which shall only be applicable on subsequent payments.

7. 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 to be 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 (45) 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 this Agreement.

8. The Allottee/s, if Resident Outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act., 1934, ('RBI Act') and Rules and Regulations made thereunder or any Statutory Amendment(s), Modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments

or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they shall/ will be liable for any action under the Foreign Exchange Management Act, 1999 or any other laws as applicable, as amended from time to time.

9. At the request of the Allottee, the Promoter hereby permits the Allottee, to use - **Car Parking Space** within the said Housing Project. The Allocation of this space shall be done on handing over Possession of the said Apartment at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated/shall be allocating other covered Car Parking Spaces to other Allottees of the Apartments in the said Housing Project and undertakes not to raise any objection/ claim in that regard & the rights of the Allottee to raise any such objection shall be deemed to have been waived. The Allottee has been permitted to use - **Car Parking Space** in the said Housing Project, therefore his/ her/ their proportionate share/rights in the Open Car Parking Spaces provided by the Promoter in the said Housing Project shall be deemed to have been waived. The Allottee hereby further warrants and confirms that the Allottee shall, not permit the Co-operative Housing Society/Legal Body to alter or change the allocation of covered car parking spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Apartments in the said Housing Project.

a). The Allottee shall keep the Car Parking Space for his/ her/ their exclusive use and shall not alter the same in any manner. The Allottee shall also use the allocated Car Parking Space for Parking the Motor Vehicle only and shall not park his/ her/ their Vehicle in any space except for the Allotted Car Parking Space. The Allottee shall not be allowed to allot/ transfer/ let-out said Car Parking Space to any outsider/visitor, i. e., other than the Allottee of said Apartment.

b). The Open Car Parking Spaces in the said Housing Project would be allocated by the Promoter/ Co-operative Housing Society as per the provisions of Maharashtra Co-operative Housing Society Act, 1960 by following fair and transparent process in this regard to such Apartment Allottees, who have not been allocated Covered/Stack Car Parking Space in the said Housing Project.

10. 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 Apartment to the Allottee, obtain

from the Concerned Local Authority, the Occupancy and/or Completion Certificates in respect of the Building.

11. 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 Apartment 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 all payments of the Installment and other dues payable by him/her/ them, within Seven (7) Days of the demand raised by the Promoter and meeting the other obligations under the Agreement subject to the simultaneous Completion of construction by the Promoter as provided hereinabove.

12. The Promoter hereby declares that the **Floor Space Index** available as on date in respect of the project land is **2.7 only** and Promoter has utilized Floor Space Index of **2.17** by availing of FSI available on payment of premiums or FSI available as incentive FSI, by implementing various scheme and TDR as applicable in respect thereof, as mentioned in the Development Control Regulations 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 **2.7** as utilized by them on the project land in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

13. The Promoter has paid the Scrutiny Fees, Development Charges, Open Balcony Charges, miscellaneous charges and Security Deposit Charges to the Competent Authority under the Maharashtra Regional and Town Planning Act, 1966 in pursuance of the amended provisions of Section 124A to 124L of the said Act, to the Municipal Corporation under the provisions of the M.R.T.P, ACT, 1966 as described in the recitals in these presents. It is hereby agreed by and between the parties hereto that in case the Promoter is successful in securing any refund of any sum paid as above referred charges, the Promoter shall alone be entitled to get the same and the Allottee will not be entitled to claim the benefit of any such refund.

14. Delay Payment Charges :

a). If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee on account of reasons beyond their control, the Promoter agrees to pay interest at the rate as 12% Per Annum to the

Allottee, who does not intend to withdraw from the Project, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the Possession.

b). The Allottee agrees to pay to the Promoter, interest at the same rate as specified above, 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.

c). Without prejudice to the right of Promoter to charge interest in terms of Para No.15 (a) & 15 (b) 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/ their 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 their own option, may terminate this Agreement:

Provided that, Promoter shall give Notice of **Fifteen (15) Days** in writing to the Allottee, by Registered Post A. D., at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of Notice then at the end of such Notice Period, the Promoter shall be entitled to terminate this Agreement.

Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and 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 Apartment which may till then have been paid by the Allottee to the Promoter.

d). That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this Agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the Cancellation Deed with the Sub-Registrar without any recourse to the Allottee, at the cost of the Allottee. In case of Termination of this Agreement, the Promoter may forfeit up to **20%** of Agreement Value from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within **Ninety (90) Days** of Termination. Further, the Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the Government namely GST, Stamp Duty, Registration Fees and Legal Charges, etc. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on

the amount so refunded. Upon Termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in their absolute discretion think fit. However, in case Allottee challenges such Termination before any Authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

15. The **fixtures and fittings** with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Building and the Apartment as are set out in **Annexure “__”** annexed hereto. In case of non-availability of any particular brand/ materials during construction, in such case, the Promoter may use/ fix similar reputed brands/ materials for the Amenities provided in the said Apartment at their own discretion.

16. TAXES AND OUTGOINGS:

a). The Total Consideration above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of G.S.T, 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 said Apartment.

b). In the event, the Allottee deducts **Tax at Source (TDS)** from the total consideration, the Allottee shall pay the Tax deducted to the Government and deliver the relevant **TDS Certificate**, relating to each payment as per the provisions of the Income Tax Act, 1961.

c). The Allottee hereby also agrees that in the event of any amount by way of Premium, Security Deposit or Fire Cess, Betterment Charges or Development Tax or Security Deposit for the purpose of obtaining Water/ Electric/ Cable Connection for the said Building or any other purpose in respect of the said Building or any other Tax or payment of a similar nature is paid to Municipal Corporation and/or any other Authority or becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to Promoter proportionately with respect to the said Premises and in determining such amount, the decision of Promoter shall be conclusive and binding upon the Allottee.

d). The Promoter shall not render to the Allottee, any separate account of the collection made from him/her/ them towards the outgoings and/or expenses incurred in respect of the said Premises and/or towards Building Utility and Maintenance Charges as aforesaid, however a consolidated Audited Account shall be shared with the Organization (formed). The rendition of consolidated account to the

organization and settlement of such account shall discharge the Promoter of their responsibility to refund taxes, excess, if any, out of such collections made from one or more of Allottee and/or recovering deficit, if any, from one or more of them, the Allottee as Member of the Organization shall make up and adjust amongst themselves their respective accounts. The Allottee shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different Premises in the said Building as aforesaid.

e). It is agreed between the Promoter and the Allottee that the liability to pay Value Added Tax (VAT), Service Tax, L.B.T., Works Contract Tax, Goods & Service Tax, etc., and/or any other taxes/ impositions, levied or leviable by the Central and/or State Government or any local, public or statutory bodies or Authority on the transactions recorded in this Agreement for Sale and any increases therein including, interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof shall be borne and paid by the Allottee alone and the Promoter shall not be liable or responsible for the same. Accordingly, the Allottee hereby agree/s to pay such amount of tax including interest and/or penalty and/or incidental charges and cost, if any, in respect thereof within **7 (Seven) Days** from the demand made on him/her/ them, by the Promoter in writing, raising any dispute, contention or objection whatsoever. The Allottee shall indemnify and keep the Promoters fully indemnified in respect of such claims/ statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed payment or non-payment on the part of the Allottee.

f). All taxes, dues, cess, outgoings due and payable in proportion to the said Premises or Ancillary Areas or Common Area and Facilities and in the manner as set out hereinabove shall be borne and payable by the Allottee, including any increase thereof from time to time.

g). The Allottee shall 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 Premises by the Allottee for any purposes other than for purpose for which it is allotted/sold.

h). The Promoter shall not be liable to pay any Maintenance or Common Expenses in respect of the Unsold Premises in the said Building. The Promoter shall, however, bear and pay the Municipal Taxes and dues of Municipal Corporation for the same.

i). The Allottee hereby undertakes to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the Municipal Corporation and/or Government Authorities and/or other Public Authority.

j). 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 Municipal Corporation/ Town Planning Authority at the time of sanctioning the said Plans or thereafter and shall, before handing over Possession of the Premises to the Allottee/s, shall obtain Occupancy Certificate and/or Completion Certificate from the Municipal Corporation of Greater Mumbai/ Town Planning Authority in respect of the said Building.

17. The Promoter shall give **Possession** of the Apartment to the Allottee, on receipt of **full and final payment** and/or in any case, on or before **31/03/2026**. If the Promoter fails or neglects to give Possession of the Apartment to the Allottee on account of reasons beyond their control and of their Agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the Clause No.15 (a), hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the Completion of Building in which the Apartment is to be situated is delayed on account of :

- a). war, civil commotion or act of God.
- b). any notice, order, rule, notification of the Government and/or other public or competent authority/court.

18 a). Procedure for taking Possession: 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 Apartment, to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter or Association of Allottees, as the case may be. The Promoter on their behalf shall offer the Possession to the Allottee in writing, within **Seven (7) Days** of receipt of Full and Final payment of the Apartment.

b). The Allottee shall take Possession of the Apartment within **15 Days** of the Written Notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

c). Failure of Allottee to take Possession of said Apartment: Upon receiving a written intimation from the Promoter as per Clause No.19 a), the Allottee shall take Possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give Possession of the said Apartment to the Allottee. In case if the Allottee fails to take possession within the time provided in Clause No.19 b), such Allottee shall continue to be liable to pay Maintenance Charges as applicable.

d). Use of Premises: The Allottee shall use the said Apartment or any part thereof or permit the same to be used for purpose of residence and/or permitted professional activities. The Allottee shall neither claim any exclusive right, title or interest on his/ her/ their proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such limited Common Area attached to his/ her/ their said Apartment.

e). Defect Liability:

(i). If within a period of **5 (Five) Years** from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the Building in which the Apartment 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 their own costs and in case if it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, a compensation for such defect in the manner as provided under the Act.

(ii). Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said Apartment of the said Building which shall include but not limited to columns, beams etc., or in fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, Water Supply connections or any erection or alteration in the Bathroom, Toilet and Kitchen and any changes like shifting of Walls, Doors, Windows & their Grills, Bedrooms, enclosing of Balconies, extending Rooms, Changing Floors & Flooring Tiles, which may result in seepage of the water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The specifications and designs of the Grills of all Windows of the said Apartment shall

be provided by the Promoter and the Allottee shall not install/ fix any other designs of the Grills in their allotted Apartment, without consent of the Promoter. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter, and shall not mean defects caused by normal wear and tear & by negligent use of Apartment by the occupants, vagaries of nature, etc.

(iii). That it shall be the responsibility of the Allottee to maintain his/ her/ their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/ her/ their Apartment are regularly filled with White Cement/epoxy to prevent water seepage.

(iv). It is agreed by and between parties that the Promoter shall not be bound to carry out any extra additional work for the Allottee in the said Apartment or in the project and no such application/request will be accepted/entertained by the Promoter.

(v). Further, where the manufacturer Warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ Building. And if the Annual Maintenance Contracts are not done/ renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same.

(vi). That 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 sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

(vii). That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of Apartment/ Building includes minor hairline cracks on the external and internal walls excluding the RCC Structure which happens due to variation in temperature of more than 20°C and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated Surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/ Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

19. The Promoter hereby declares that the Promoter would be entitled to put up Sign Boards, Signage and Neon Sign Boards displaying their name in any part of the

Project, like Terrace, Common Area and Garden, etc. The said Board would be maintained by the Promoter at their own cost. The said Board would not contain any information which is false or misleading. The Allottee shall not raise any objection to the said Board or create any nuisance or hurdle in putting and maintaining said Boards. The said Board/ Signage shall not be removed under any circumstances.

20. The Allottee hereby declares that Allottee is eligible and entitled to purchase the said Apartment and Allottee hereby assures, undertakes and guarantees that the Allottee shall use the said Apartment or any part thereof or permit the same to be used for purpose of permitted use. The Allottee shall neither claim any exclusive rights, title or interest on his/ her/ their proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub-division of such common Area.

21. The said Building shall always be known as "**LAXMINA KRISHNA NIWASA**" and the name of the Co-operative Society is "**SARVANABAHAVA CO-OPERATIVE HOUSING SOCIETY LTD**".

Within Fifteen (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 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, 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 provision al **Monthly Contribution of Rs.____/- per Month** towards the Outgoings. The Allottee agrees to pay **One (1) Years' Maintenance Charges in advance** to the Promoter at the time of taking Possession. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter.

22. UNSOLD APARTMENTS IN SAID PROJECT:

a). All unsold and/or unallotted Apartment(s)/ Premises(s)/ Unit(s), Areas and Spaces in the Building/ Residential Complex, including without limitation, Parking Spaces and other Spaces in the Stilt and anywhere else in the Building and Project Land shall always belong to and remain the property of the Promoter at all

times and the Promoter shall continue to remain in overall Possession of such unsold and/or unallotted Apartment(s)/ Premises(s)/unit(s)/ Parking Spaces and shall be entitled to enter upon the Project Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

b). The Promoter shall, without any reference to the Allottee, Co-operative Housing Society/Legal body be at liberty to sell, let, sub-let, sell/ transfer/ assign/ mortgage/ dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Apartment(s)/ Premises(s)/ Unit(s)/ Parking Spaces and Spaces therein, as they may deem fit. The Promoter shall be entitled to enter in separate Agreements with the Allottees of different Premises in the Building on terms and conditions decided by the Promoter in their sole discretion and shall without any delay or demur enroll the new Allottee as Member/s of the Co-operative Housing Society/ legal body/ Legal bodies. The Allottee and/or the Co-operative Housing Society/Legal body shall not claim any reduction in the total consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay/contribute any amount on account of non- occupancy charges or for any other charges/ fund provided for under the Bye-Laws, Rules and Regulations or Resolutions of the Co-operative Housing Society/ Legal Body.

c). The Allottee or Society shall not be entitled to demand any transfer charge for the transfer of unsold Apartment by the Promoter to prospective Allottee/s.

d). The Promoter shall also be entitled to Car Parking reserved for the unsold Apartments and the Society or Allottee shall not stake claim on such Stilt Parking, if any.

e). The Promoter shall be entitled to Mortgage the unsold Apartments of the said Project with the Financial Institutions without any separate NOC from Society or the Members of Society and/or legal body.

f). The Promoter is entitled to all the rights of being a Member of Society, i.e, right to attend Meeting, right to Vote in the Meeting, etc.

g). The Promoter shall not be liable to pay any Maintenance or Common Expenses in respect of the unsold Premises in the said Building. The Promoter shall however, bear and pay the Service Charges payable to the Municipal Corporation of Greater Mumbai at actual in respect of the unsold Apartments in the said Building. As and when such individual Apartments are sold to the Allottee, at the choice and discretion of the Promoter the new Allottee or the Promoter shall not be charged any

premium or any other extra payment or any Entrance Fee or any such amounts by the common Organisation of the Apartment Allottee/s.

23. UNDERSTANDING BETWEEN THE PARTIES:

1). The Promoter and the Allottee also agree to the following:

a). The Allottee shall be permitted/ allowed to commence interior works in the said Apartment only upon obtaining Occupancy Certificate/ Part Occupation Certificate and Possession Letter from the Promoter and after making all payments as per this Agreement. Prior to carrying out the interior works in the said Apartment, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

b). Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee, is harmful to the said Apartment or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.

c). The Allottee will ensure that the debris from the interior works shall be dumped in an Area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.

d). The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Apartment or the Building.

e). All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

f). If during the course of carrying out interior works, any workmen or residents sustain injuries of whatsoever nature, the same will be insured and taken care of,

attended to and treated by the Allottee at his/ her/ their own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.

g). During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then, the said contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Apartment and the Building. Further, the Allottee shall be responsible for acts of such persons.

h). The Allottee shall extend full co-operation to Promoter, their agents, contractors to ensure good governance of such interior works.

i). The Allottee shall ensure that common passages/walkways/lifts and any other common Areas are not obstructed or damaged during the course of carrying out any works or thereafter.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

a). The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to the Agreement and has the requisite rights to carry out development upon the project land and also has actual and physical possession of the project land for the implementation of the Project;

b). 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;

c). There are no encumbrances upon the project land or the Project.

d). There are no litigations pending before Court of law with respect to the project land or project;

e). 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, Building and Common Areas;

f). 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;

g). The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/ Arrangement with any Person/s and/or Party/ Parties with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

i). The Promoter shall hand over lawful, vacant, peaceful, physical Possession of the Common Area of the Structure to the Society

j). 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.

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

a). To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of Possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated which may be against the Rules, Regulations or Bye-Laws or change/alter or make additions/ alterations in or to the Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the Local Authorities, if required.

b). Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall rectify the damages at his/ her/ their own costs as early as possible. In case of Fire, the Allottee

shall be held liable, if he has fixed permanent Grill, which cannot be opened & enclosed ducts, etc.

c). To carry out at his/her/ their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated or the Apartment which may be contrary to the Rules and Regulations and Bye-Laws of the 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.

d). Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains, grills and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural changes in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company and/or the Local Body.

e). Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

g). Pay to the Promoter within Fifteen Days of demand by the Promoter, his/ her/ their 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 Apartment is situated.

h). To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local Authority and/or Government and/or other Public Authority, on account of change of user of the

Apartment by the Allottee for any purposes other than for purpose for which it is allotted/ sold.

i). 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. Provided further the Allottee shall obtain No Objection Certificate from the Promoter, if he/she/they intend to sell/transfer the said Apartment to any other person/s.

j). The Allottee shall observe and perform all the Rules and Regulations which the Society or the Limited Company or Legal Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/ Legal Body/Federation regarding the occupancy and use of the Apartment 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.

k). 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.

26. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as Advance or Deposits, sums received on account of the Share Capital for the promotion of the Co-operative Society or towards the outgoings, Legal Charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/ her/ them 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 as hereinbefore mentioned.

28. 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 alongwith 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.

29. **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 Apartment/ Plot/ Building, as the case may be.

30. **RIGHT TO AMEND:**

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

31. SPECIAL CLAUSE:

31.1) The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the said Land, there will not be any question of Developer complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Developer is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and registration of such document.

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.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the 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 on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

31.2) If required as per RERA: The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer 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.

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 apartments, 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.

31.3) If required as per RERA: The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to 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.

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.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any

other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

**32. 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 Allottee's of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

The Apartment Allottee/s shall not be entitled to sell and/or transfer his/ her/ their rights, title, interest and benefits under this Agreement to any Third Party, without obtaining NO OBJECTION CERTIFICATE from the Promoter. The Promoter will issue such NO OBJECTION CERTIFICATE to the Allottee/s for transferring the rights, title, interest and benefits of this Agreement for the said Apartment only on payment of the Administration Charges is paid to the Promoter. The Allottee/s shall not be entitled for the issue of NOC unless and until all dues are paid in full.

33. 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.

**34. 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 said Apartment to the total Carpet Area of all the Apartments in the Project.

35. FURTHER ASSURANCES:

Both Parties agree that they will 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.

36. **PLACE OF EXECUTION** :

The execution of this Agreement shall be complete only upon its execution by the Promoter through their Authorized Signatory/ Constituted Attorney, at the Promoter's Office or at some other places, which may be mutually agreed between the Promoter and the Allottee, and 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 Chembur, Mumbai.

37. The Allottee and/or Promoter shall present this Agreement at the Registration Office, having jurisdiction in the matter, for Registration within the time limit prescribed by the Registration Act, 1908 and the Promoter shall attend such Office and admit execution thereof.

38. **INVESTOR CLAUSE:**

The Allottee has purchased the said Apartment as an Investor. The Allottee intends to sell the said Apartment within a period of One (1) Year from the date of this Agreement. In the event the said Apartment is sold within One Year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015, subject to payment of all dues and arrears, if any, payable to the Promoters. Without prejudice to the Allottee's right as an "Investor", the Allottee may continue to hold the said Apartment like any other Allottees, if he/she/ they do not/ does not sell it within One (1) Year.

39. 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 Contact Number :

Notified Email ID :

Name of Promoter : LAXMINA ARGENTUM REALTIES (INDIA)
PRIVATE LIMITED

Promoter's Address: 1401, Sanjona Chambers, Opp Lakme Factory,
Deonar Road, Govandi, Mumbai 400088

Notified Email ID : laxmina08@gmail.com

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.

40. 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/ them, which shall for all intents and purposes to consider as properly served on all the Allottees.

41. Stamp Duty and Registration Fees: The charges towards Stamp Duty and Registration Fees of this Agreement shall be borne by the Allottee.

42. This Agreement overrides all earlier correspondence and documentation and in case of any difference and contradictions with any earlier document/s executed, the provisions of this Agreement shall prevail.

43. The Allottee agrees and acknowledges that the show Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the Apartment and the Promoter is not liable/ required to provide any furniture, items, electronic goods, amenities, etc., as displayed in the Sample Apartment, other than as expressly agreed by the Promoter under this Agreement.

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

45. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India for the time

being in force and the Courts at Mumbai, will have the jurisdiction for this Agreement.

FIRST SCHEDULE
THE DESCRIPTION OF THE LAND

ALL THAT piece or parcel of non-agricultural land of B1 Tenure, being Plot No.194, of Suburban Scheme III, Chembur, CTS No.1085, 1085/1 to 1085/8, Chembur Village, Kurla Taluka, Mumbai Suburban District, admeasuring in the aggregate 1033.93 square yards equivalent to 864.50 square meters or thereabouts, together with the building known as “Krishna Nivas”, standing thereon, situate, lying and being at Gaothan Road No.3, Chembur, Mumbai Suburban District within the limits of Municipal Corporation of Greater Mumbai’s “M” Ward, and bounded as follows :-

ON OR TOWARDS THE NORTH BY : - By Gaothan Road No.3
ON OR TOWARDS THE SOUTH BY : - By Common passage/Road
ON OR TOWARDS THE EAST BY : - By Property bearing CTS No.1084.
ON OR TOWARDS THE WEST BY : - By the Property bearing CTS
No.1086.

SCHEDULE – II:
(DESCRIPTION OF APARTMENT)

Apartment No.____, on the ____ Floor, admeasuring about ____ Square Meters (____ Sq.Ft Carpet Area), alongwith ____ Sq.Mtrs (____ Sq.Ft) Open Balcony and Utility area in the Building (comprising of Stilt on Ground Floor and Eleven part upper Floors) known as “LAXMINA KRISHNA NIWAS”, “Saravanabhava CHSL” Plot No.194, bearing CTS No.1085, 1085 (1 TO 8), Road No.3, DK Sandu Marg, at Chembur, Mumbai-400 071, Taluka Kurla, District Mumbai Suburban & is bounded as follows, i.e.,

ON OR TOWARDS THE NORTH BY : -
ON OR TOWARDS THE SOUTH BY : -
ON OR TOWARDS THE EAST BY : -
ON OR TOWARDS THE WEST BY : -

=43=

=43=

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY X

THE WITHININNAMED "**THE PROMOTER**" X

M/s. LAXMINA ARGENTUM REALTIES (INDIA)

PRIVATE LIMITED X

in the presence of.....X

1..... X

2..... X

SIGNED, SEALED AND DELIVERED BY X

THE WITHININNAMED "**THE ALLOTTEE**" X

_____ X

in the presence of.....X

1..... X

2..... X

ANNEXURE

LIST OF AMENITIES

1) Flooring:

- Premium Vitrified Flooring Tiles in Living Room, Kitchen and Bedroom
- Good Quality of Flooring Tiles in Bathroom / Toilet

2) Walls and Paints:

- Gypsum Finish Internal Walls
- Double Coated Plastering on External Walls
- Good Quality of Paint on Internal and External Walls

3) Doors, Frames and Windows:

- Wooden Door Frames, Designer Laminated Doors with Elegant Handles and Locks in Main Door and Bedroom.
- Granite Frames in Kitchen, Bathroom/ Toilet.
- Aluminum Sliding Windows in Living Room, Bedroom and Kitchen and Louvers in W.C. & Bathroom.

4) Kitchen:

- Branded S.S Sink
- Designer Wall Tiles
- Adequate Electric Points for Washing Machine & Fridge.

5) Electrical:

- Good Quality of concealed Cooper Wiring with M.C.Bs.
- Modern and Branded Switches in all Rooms
- Adequate Electric points for Light Fittings, T.V., A/c, etc.
- Concealed Internet Cabling in all Apartments.

6) Bathroom / Toilet:

- Concealed Plumbing with good quality & designer Sanitary Fittings.
- Designer Wall Tiles

7). Two Good Quality of Elevators shall be provided in the Building.