AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Mumbai on this _____ day of _____, 202___

BETWEEN

KRISHANG INFRA PVT. LTD. a Company incorporated under the provisions of the Companies Act, 2013 having its Registered Office at 9, Saroj Apartments, Ground Floor, V. P. Road, Vile Parle (West), Mumbai 400 056 through its Director Mr. Raju Raval and Mr. Devashish P Raval, hereinafter called the "**PROMOTER / DEVELOPER**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART.**

AND

MR./MRS./M/s.._____
_____
_____
_____
_____ of
_____,
Indian Inhabitant/s residing at
_____
_____
____
hereinafter called "THE PURCHASER/ ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (i) in case of individual/s, such individual/s, his/her/their respective heirs, executors, administrators and assigns; (ii) in case of a

company, its successors and assigns; (iii) in case of a firm, the partner/s for the time being thereof, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the last such survivor/s and his/her/their assigns) of the OTHER PART

WHEREAS:

(a) Under an Indenture of Conveyance dated 11.05.1972 Registered at Sr. No.2339/72 with the Sub-Registrar Bombay executed by and between (1) VEERCHAND PUNAMCHAND & CO., a Partnership Firm registered under the Indian Partnership Act, through its Partners (a) VIRCHAND DALJI (b) POONAMCHAND DALJI (c) JAYANTILAL VIRCHAND (d) MAHENDRAKUMAR POONAMCHAND and (e) NARENDRA KUMARVIRCHAND, therein referred to as "the Vendors" of First Part, M/S. RAJESH ENTERPRISE, therein referred to as the said Confirming Party of the Second Part, and the Society herein therein referred to as Purchasers of the Third Part, the Himanshu Mandar Co-operative Housing Society, a Society Registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/2787 of 1971(hereinafter briefly referred to as "The Society") purchased and acquired from the said Vendors all that piece and parcel of land admeasuring about 920.4 Sq. meters bearing Survey No. 229, Hissa No. 1 (now bearing CTS No.665 of Village Vile Parle (West), Taluka Vile Parle of Mumbai Suburban District) (hereinafter referred to as "The said Plot"), along with the Structures then standing thereon situated at Opp. New Municipal Garden, Lallubhai

Park Road Extension, Irla Gauthon, Vile Parle (West), Mumbai - 400 056 together with the exclusive vacant possession of another piece of land appurtenant thereto (hereinafter referred to as “the said appurtenant land”) for the consideration and on the terms and conditions contained in the said Indenture of Conveyance dated 11.05.1972. ;

(b) After acquisition of the said plot of land with the said appurtenant land, for the bona fide residential use of its 25 members, the Society, as per the Plans got approved by it, constructed on the said Plot a building of Ground + 4 Floors containing 25 residential flats each admeasuring 359 Sq. Ft. and allotted such Flats to each of its members, who occupied the same and the Society constructed around the said property, a compound wall. The said Plot of land with the appurtenant land together with the building constructed thereon by the Society are hereinafter collectively referred to as “the said Property” and more particularly described in the First Schedule hereunder written..

(c) As the building became more than 30 years old, on unanimous decision of the members of the society and after adopting due process, for the purpose of redevelopment the said property by a Development Agreement dated 30th April, 2008, the Society appointed one M/s. Shreeji Infra as its developer and granted development rights to it in respect of the said property for the consideration and on terms and conditions contained in the said Development Agreement and since the said Development Agreement dated

30.04.2008 was not lodged for registration within the time prescribed under the Indian Registration Act, confirmation of its subsistence was made vide a Deed of Confirmation dated 18.04.2009 subsequently signed by and between the Society and the said Shreeji Infra (hereinafter referred to as "The Old Developer") with the said Development Agreement annexed thereto and the same was registered on 22.04.2009 under Sr. No. BDR-4/3481 of 2009 with the sub registrar of assurances at Bombay (hereinafter collectively referred to as the "said Development Agreement")

(d) In furtherance of the said Development Agreement, the Society also granted in favour of the partners of the Old Developer a General Power of Attorney dated 22-04-2009 registered at Sr. No. BDR-4-03482-2009 with the Office of the Sub-Registrar, Andheri – 1 MSD;

(e) The Old Developer thereafter, got the Plans of the proposed development approved by the MCGM for putting up a new building under File No.CE-9464-WS-AK and obtained Intimation of Disapproval ("IOD") dated 15th June 2009 and Commencement Certificate ("CC") in respect thereof and planned to use any further development potential subsequently, and the existing old building of the Society was demolished for construction of the new building;

(f) By the time the old building got demolished, and as IOD and CC was already obtained the Old Developer began construction of the New Building. In January, 2012, the

Govt. of Maharashtra amended the then prevailing D. C. Regulations and permitted additional construction by use of compensatory Fungible FSI on payment of prescribed premium in lieu of elevation features, which were discontinued.

(g) However, by then the Old Developer had already constructed building with elevation features as per the IOD & CC and approved plans and therefore, they did not opt for use of fungible FSI on the already constructed portion;

(h) Being entitled to avail of all future benefits by virtue of the provisions of recital (k) of the said Development Agreement, anticipating further approvals for all permissible construction on the total land comprised in the said property, the Old Developer planned construction of floors by claiming use of entire available development potential including that of the appurtenant land, made the foundation and structural design of the building under construction strong enough to take up such additional load in future;

(i) The Old Developer as per the initially approved Plans, on the one hand, constructed 8 Plus 9 (Part) Floors of which the 8th Floor contained 3 Flats and a refuge area and the 9th Floor (Part) contained 2 Flats and on the other hand applied for getting necessary clearances and permissions for putting up additional Floors and in anticipation of getting all such clearances and approvals for use of unconsumed development potential, including that of the appurtenant land, the Old Developer, went ahead and entered into

Agreements for Sale & gave allotment letters for some of the Flats even in respect of unconstructed additional Floors. The Old Developer had thus, even before construction of additional Floors, already agreed to sell constructed areas of about 220 Sq. Meters in form of Flats to outside purchasers;

(j) However, the clearances and approvals for construction by use of such further development potential were not received and no construction could continue beyond the 9th (Part) Floor and therefore, no Occupation Certificate was applied for , but still the Old Developer handed over possession of members' flats to each of the members and then to some of purchasers for the purpose of furniture and fit-outs in the year 2013, who then continued to occupy their respective Flats without the Occupation Certificate being in place as the Old Developer stopped paying the rent and there was no clarity from him for getting the Part Occupation Certificate.

(k) Because of lack of Occupation Certificate, the members of the society started facing several problems including no BMC Water Connection. As the Old Developer did not complete the building in all the respects the society started facing several issues like leakages in the upper Floor Flats as the TMT Steel Bars for further construction were kept exposed for which repeated complaints were made to the Old Developer, who did not bother to attend. Besides, The Old Developers also failed to register Agreements for

Permanent Alternate Accommodation of some of the members;

(l) After waiting for a reasonable long time, when no solution was seen on the horizon, the members opposed to permit continuation of incomplete work by the Old Developer and members of the society prevailed upon the Mg. Committee to look for another Developer who could take up the incomplete work and complete the building in all respect;

(m) Except the Promoter herein, no Promoter would touch the incomplete project unless either the Old Developer would consent to it or the Society gets necessary orders from the competent court declaring the Development Agreement with the Old Developer as duly terminated and/or cancelled.

(n) The Promoter expressed their interest and after ascertaining the nature of work to be completed and further construction available to them for sale, they orally conveyed their offer to acquire further development rights, but only after the Society manages either a NOC of the Old developer or willing to take steps for obtaining Court Order against the Old Developer or the Old Developer agrees to an amicable settlement**;**

(o) As the Society was advised that litigation would be costly and time consuming affair, the Managing Committee proposed grant such further development rights provided the Promoter takes up the responsibility to settle with the Old Developer and make a written offer to the Society,

which may then be formally approved and accepted in a general body, where after, the Society would take legal action as may be required by the Promoter, subsequent whereto and thereafter grant further development rights;

(p) Pending receipt of a written offer, in its SGM dated 31.01.2016, the Society took a decision to terminate the said Development Agreement with the Old Developer and revoke the Power of Attorney granted to its partners;

(q) The Promoter therefore**,** vide their letter dated 12th February, 2016 made its written offer giving details of work which the Promoter would attend and complete at their costs.

(r) The said offer from the Promoter was approved and accepted by majority members present in the SGM dated 26.02.2016 on a condition that the Development Agreement and fresh Power of Attorney be executed only after the Promoter at its costs, first addresses to the grievances of the members against the old developer, complete some of the incomplete works and bring around a settlement with the Old Developer. In the said meeting two out of its three Office bearers were authorized to oversee due compliance of the said preconditions and on such compliance, to sign execute and register in favour of the Promoter fresh Development Agreement, Power of Attorney and other related documents. ;

(s) The Society thereafter, as required by the Promoter vide its letter dated 15th March, 2016, notified termination of the development Agreement dated 30.04.2008 to the Old Developer on the facts stated therein and the Old Developer, refuted such breaches by its letter dated 12.04.2016 and sought a joint meeting to sort out pending issues, which offer the members declined and told the Old Developer to approach the Promoter herein;

(t) Coincidently, the partners of the Old Developer and the Management of the Promoter knew each other and when learnt about Promoter's appointment as a Promoter, the Old Developer approached the Promoter, disclosed their exposure in the incomplete project and showed willingness to settle if their interests are taken care of;

(u) The Promoters, appreciating the concerns of the Old Developer, worked out and made a proposal to settle, which proposal was accepted whereupon the Promoters assured settlement by the Society on the lines of the terms agreed between both the Promoter and the Old Developers.

(v) The Promoter thereafter explained to the Society and informed it about the terms of settlement agreed upon by them with the Old Developer and since no burden of such settlement was to be taken by the Society, the Society agreed and gave a go ahead whereupon, the Promoter finally settled with the said Old Developer and it was inter alia agreed that i) the project will be taken over by the Promoter with the right to avail of and utilize all unused FSI

benefits and all further and additional FSI benefits as may be available to them under the DCPR then in force for the time being and from time to time including all such benefits available on the appurtenant land, ii) in consideration of grant of development rights in respect of such further construction benefits, the Promoter, after having brought around settlement with the Old Developer, will comply with their other assurances towards the society as contained in their said Offer letter dated 12.02.2016 and iii) so far as the Old Developer is concerned, they will have right to receive from the Flat Purchasers through Old Developer all the unpaid balance consideration in respect of Flats of the area agreed, which were committed to be sold by the Old Developer and as against that, the Old Developer will bear and pay costs in respect of all such unsold Flats agreed to be sold by them including all unpaid premiums, deposits, penalties etc. as may be found due to the MCGM and other authorities and expressly accept termination of the said Development Agreement dated 30.04.2008 and also surrender the Power of Attorney dated 22-04-2009 and perform certain specific obligations which the Promoter would entrust to them till due completion of the project; But as the Old Developer did not have any funds to clear the outstanding property tax, the premiums and open space deficiency premiums , staircase premiums and constructions for the flat purchasers through him and as the unpaid balance remunerations was less than the expenses. The New Developer paid all the expenses on his behalf. So, the New Developer will be entitled to receive all the unpaid

balance remuneration which was to be received by the Old Developer.

(w) After receiving firm commitments from the Society and the Old Developers, the Promoter, in right earnest and totally relying upon and bona fide believing in such commitments on the one hand proceeded to attend one after the other of all the pending works left incomplete by the Old Developers, addressed to the grievances of the members and got, at their own costs, Permanent Alternate Accommodation Agreements of some of them duly executed and registered, cleared all pending statutory dues of the MCGM and other authorities, carried out extensive work to stop leakages reported in outer walls, got new water connections to ensure sufficient water supply to the occupants of the incomplete building, got lifts repaired and fully operational etc. etc. and on the other hand endeavored to seek clearances and approvals for utilization of further development potential including on the area of the appurtenant land, without which the project was not financially viable at that stage;

(x) Since then, due to multiple unexpected events and circumstances beyond control of the parties which includes (i) claims made by the Municipal Corporation on portion of the land area belonging to the Society for the purpose of extending the existing Nalla abutting the said property, which claim was contested by the Promoter and ultimately, with proper representations and clarifications given with supporting documents, the MCGM agreed that there is no

widening of the Nalla and the Wall is the final boundary of the Nalla.(ii) the formalities of handing over the road setback, again attended by Promoter, and (iii) the prevalent Covid pandemic and lock downs and restrictions etc. it took considerable time and additional heavy expenses on the part of the Promoters to clear all the hurdles and attend to all the members' grievances;

(y) The Promoter, however, went on to attend to all things for which they had committed as also things which were beyond the scope of their commitments;

(z) While the Promoters were, one after the other, sorting out all the issues, the Govt. of Maharashtra, for some time, suspended operation of the then prevailing D. C. Regulations and it soon thereafter, notified the new D. C. P. R 2034 because of which also the efforts to get further approvals for additional construction got delayed.

(aa) The Promoter, after having brought around settlement with the Old Developer and after having ceaselessly incurring all costs including additional costs of things not envisaged in 2016 and after complying with all their commitments towards the Society and its members, approached the Society and requested that the promised New Development Agreement, which, in view of the Old Developer having agreed to accept termination on certain terms, would be required to be a tripartite agreement and a fresh Power of Attorney, be, with express consent and

confirmation of the Old Developer, be executed and registered in favour of the Promoter;

(bb) The Office bearer of the Society assured to do as requested, but told the Promoter to get prepared by their Advocates drafts of such Tripartite Development Agreement and fresh Power of Attorney prepared and after getting the same approved by the Old Developer, to submit it to the Society so that the Society would circulate the same among all its present members and on receiving due approval and confirmation of majority of them, the same will be executed and registered in due course.

(cc) Accordingly, the Promoter got prepared through their Advocate a draft of such Tripartite Supplemental Development Agreement as well as a Power of Attorney to be granted by the Society to the Promoter, which was duly approved by the Old Developer and the Promoter vide their letter dated 9th June, 2021 forwarded copies thereof to the Society for approval and acceptance thereof by the society;

(dd) Because of prevalence of the 2nd Wave of Covid , instead of taking risk of convening a SGM, the Society's Mg. Committee vetted the drafts and finding them in order, along with a Circular letter, circulated them to all its present members, and all those who have read the same, approved and confirmed the same by endorsing their respective signatures on the said Circular prepared by the Society and pursuant thereto, a decision was taken vide SGM Resolution and thereafter, a Supplemental Development

Agreement dated 27th January, 2020 made between the Society as the party of the First Part, the Old Developer as the party of the Second Part and the Promoter herein as the party of the Third Part was executed and simultaneously, the Society also executed a Power of Attorney of the same date. The said Supplemental Development Agreement and the said Power of Attorney have been duly registered respectively at Sr. No. BDR1-1249-2022 and Sr. No. BDR1-1267-2022 with the Jt. Sub-Registrar, Andheri on 28th January, 2022.

(ee) Under the terms of the said Supplemental Development Agreement, the Promoter is entitled to further develop the property by utilization of permissible development potential under DCPR 2034 made of land FSI, TDR loading rights, Additional FSI, Fungible FSI, Road FSI and any other FSI benefit as may be permissible under the policy and regulations in force for the time being and from time to time of the entire land comprised in the said property in exclusive possession use and occupation of the Society since 1972, but the City Survey Records are yet to be corrected to reflect the appurtenant land as part of the same CTS Number;

(ff) The Promoter therefore, expressly discloses that they are entitled to get area of the said appurtenant land merged with and legally accepted by the authorities as

part of the existing plot standing in the name of Society, for which the Promoter has made necessary representations with documents and records and applied to the City Survey Office to conduct fresh demarcation measurement and survey and where after certify and correct the exact total area comprised in the CTS No. 665. After obtaining fresh P. R. Card with area correction reflected thereon, the Promoter will, as is legally possible, obtain necessary orders from the Collector, pay premium or deposit for permitting use of development potential of the said appurtenant land and after obtaining such Orders, on being entitled to, put up further construction by use of such development potential of the said appurtenant land. Thus the project as envisaged and undertaken by the Promoter includes proposed construction of development potential of the said appurtenant land and at appropriate time, for which the Promoter will be getting necessary documents registered and get necessary amended Plans prepared submitted and sanctioned before continuing with construction of such further permissible upper Floors;

(gg) Therefore, till area correction is made and further orders and sanctions are obtained, for the time being, just to begin the work from where it was left incomplete by the Old Developer since 2016, the Promoter has, for the time being got submitted through their Architects amended Plans seeking approval to construct the unutilized development potential of the area of CTS No. 665 as shown on P. R. Cards today and the M. C. G. M.

through the Executive Engineer, Building Proposal, Western Suburb, issued IOD with approved Plans on 16th May, 2023 under File No.CE/9464/WS/AK/337/2/Amend and on due compliance of the conditions of the IOD, Commencement Certificate for construction up to 11 Floors has been granted on 24th May, 2023. Hereto annexed and marked as **Annexure I, II and III** respectively are the true copies of the extract of P. R. Card in respect of the land comprised in the CTS No.665 (Prior to area correction), the said IOD and the said CC..

A. The Promoters have prior to execution of this Agreement handed over to the Purchaser/s the photo true copies of all the documents referred to in the above recitals. The Purchaser/s has / have verified the originals / certified copies of the said documents as were available with the Promoters.

B. The Promoters have appointed the Mr. Umesh Bhatt ., as the Architects registered with the Council of Architects and also appointed Mr. Dwijen Bhatt as Structural Engineers for preparing structural designs and drawings and specifications of the proposed construction on the existing building and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer or any other Architect or Structural engineer which may be

appointed by the promoters till the completion of the building;

C. The Promoters are thus entitled to and enjoined upon to construct existing Floors on the existing incomplete building on the said property of the Society and sell / allot constructed flats and other permissible premises with or without attached parking spaces (other than the ones agreed to be allotted to the Society and/or its members) (all of which hereinafter for brevity's sake are referred to as "premises") by utilizing the unconsumed development potential of the property permissible now and in near future after area correction on City Survey records and grant of necessary orders as per the terms of the development agreement and reference to Purchaser/Allottee in this Agreement means Purchaser of any such premises.

D. The Promoters are accordingly, as on date, propose to construct, for the time being additional 10th Floor on the existing incomplete building partly complete up to 9th Floor, stack and open parking spaces on the Ground Floor and intend to put up further construction by getting amendments approved in the Plans in future, if and as and when permissible under the D. C. Regulations in force from time to time.;

E. The Promoters have got title of the Society to the said property and their rights under the development agreement investigated by Advocate Mr. Nachiket G. Bhatt, who has issued his Report on Title dated 17th

May, 2023, an Authenticated copy whereof is hereto annexed and marked as **Annexure "VI".**

F. The authenticated copies of the Plans of the proposed building as approved by the M. C. G. M. for the time being have been annexed hereto and marked as **Annexure "V"**.

G. The authenticated copies of the Plans and specifications of the premises agreed to be purchased by the Purchaser, as sanctioned and approved by the M.C.G.M have been annexed and marked as **Annexure "VI"**

H. The specifications of the quality of construction of the interior and exterior finishes and the specifications of amenities to be provided in the premises agreed to be sold to the Purchaser herein are annexed hereto and marked **Annexure "VII"**.

I. While sanctioning the said plans for the said proposed building, the MCGM and other concerned authorities and/or government have laid down and would lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while further developing the said property and upon due observance and performance of which only the occupation and the completion certificates in respect of the entire building shall be granted by such authority.

J. On demand from the Purchaser, the Promoters have given inspection to the Purchaser of all the documents of title relating to the project on the said property referred to in recitals contained herein, the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016(hereinafter referred to as "The said Act/RERA) and the Rules made there under and the Purchaser has perused the same and fully satisfied about legality thereof;

K. The Purchaser, being fully satisfied in respect of the title of the Society to the property and Promoter's rights to develop the property and sell premises therein, approached the Promoters and proposed to purchase from the Promoters the Flat admeasuring about _____ Sq. Feet equivalent to _____ Sq. Meters in Carpet Area (As defined under RERA, which is inclusive of all permissible development potential) on _____ Floor of the existing Building previously known as "Himanshu Mandar" and now named as "56 PARK AVENUE" together with ____ parking space (Platform) in Stacker containing two or more such platforms / open parking space on the Ground Floor of the building as an amenity attached to the said Flat / Premises for its beneficial use and enjoyment (hereinafter collectively referred to as the said flat or Premises) and the Promoters have agreed to sell to the

Purchaser the said Flat with the benefit of the said parking space/s upon certain mutually agreed terms and conditions as hereinafter set forth;

L. As aforesaid the Carpet area of the Flat is ____ Sq. Meters and “carpet area” as defined under the RERA means the net usable Floor area of a Flat, excluding the area covered by the external walls, areas under service shafts, but includes the area covered by the internal partition walls of the Flat;

M. The Purchaser has entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. already disclosed to him and with further clear disclosure that the Plans, Orders, Scheme so disclosed may further be amended / modified hereafter for the purposes and to the extent disclosed in recital above and permitted under the D. C. P.R 2034 in force for the time being and from time to time as also under the RERA. It is also clearly disclosed to the Purchaser that as has been planned and as per the Plans Sanctioned and which may further be sanctioned hereafter, some Flat are / may be designed as a terrace Flat/s with intention to vest the attached terrace thereto absolutely and exclusively in the Purchaser/holder of such Flat and which attached terraces would be counted in FSI. Therefore, it shall never be claimed or construed as a common areas of the Society and none of the members of the Society, including the Purchaser herein (On

becoming such member) shall have any claim or right in the said attached terrace);

N. 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 hereafter.

O. Prior to the execution of these presents, the Purchaser has paid to the Promoter a sum of Rs._____ (Rupees_____ only, being part payment of the sale consideration of the Flat/ Premises agreed to be sold by the Promoters to the Purchaser as advance payment (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

P. The Promoters have registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____ at Project Registration No._____;

Q. Under Section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale of the said Flat with the Purchaser, being in fact these

presence and also to register such Agreement under the Registration Act, 1908;

R. The parties hereto are accordingly executing this Agreement upon the terms and conditions hereinafter contained.

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

1. The Parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.

2. In this Agreement, unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate / unincorporated.

3. **DISCLOSURES BY THE PROMOTERS:**

The Purchaser / Allottee hereby declares and confirms that before the execution of this Agreement, the Promoter has made full and complete disclosure, as contained in Recital above of Society's title to the said Plot on which building is being further constructed upon by the Promoter and its rights in respect of the said appurtenant land and the Purchaser / Allottee has taken full, free and complete

inspection and has satisfied himself of the particulars and disclosures of the following:

a) The nature of Society's title to the land comprised in the said property and Promoter's development rights acquired under the development Agreement and encumbrances, if any, thereto, along with all the relevant documents.

b) The drawings, plans and specifications in respect of the proposed additional Floors on the existing building under constructions.

c) Nature and particulars of fixtures, fittings and amenities to be provided in the said building.

d) All particulars of designs and materials to be used in construction of the building on the project land.

In view of the aforesaid disclosures, the Purchaser / Allottee further confirms and warrants that he/she/it has/have fully satisfied himself/herself/itself in respect of the title to the said project i.e. Society's title to the land comprised in the said property and Promoter's title to the development rights acquired from the Society and encumbrances, if any, including any right title interest or claim of any other party thereto and shall not raise any queries or objections in that regard.

4. The Promoter shall, at present, further construct on the existing incomplete building an additional 10th Floor and planning to put up further upper Floors, when permitted and sanctioned in due course wherein, on the Ground Floor stackers under the stilt and open parking spaces would be provided and the newly constructed additional Floors will contain residential Flats (with or without attached pocket terraces), in accordance with the plans, designs and specifications as approved by the MCGM for the time being and put up such further construction as may be permitted from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser / Allottee in respect of variations or modifications which may adversely affect the Flat of the Purchaser / Allottee except any alteration or addition required by any Government authorities or due to change in law. (For convenience the said building under construction is hereinafter may be referred to as "The said Building or structure" and the Plot on which the same is being constructed as per the plans approved and the appurtenant land hereinafter may be referred to either as the said property / project land")

5. The Purchaser / Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser / Allottee Flat No. ____ of carpet area (As defined under the Act) admeasuring_____ Sq. Feet equivalent to _____ sq. meters on _____ Floor of Building now named as 56 Park Avenue, which Flat is shown delineated and shaded in Red on the ____ Floor

layout plan thereof hereto annexed and marked **Annexure "VII"** together with _____ parking space in the stacker under the stilt containing two such parking platforms being Upper/Lower platform of Stacker No._____ / Open Parking Spare earmarked and numbered as _____as an amenity attached to the said Flat/premises for its beneficial use and enjoyment (the Flat/ Premises agreed to be sold hereby, with or without the benefit of the attached parking space/s, is / are hereinafter referred to as "the Premises" and wherever the context so require, the term Premises would mean the Flat agreed to be sold hereby) and more particularly described in the Second Schedule hereunder written) for the consideration of Rs. _____ which includes Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule hereunder written. No separate consideration is charged for allotment of attached parking space, if any, of the nature and description mentioned herein above.

6. It is expressly agreed that the Building in which the Premises is agreed to be sold hereby is named 56 Park Avenue and except the Promoter and/or the Society, no body has any right to change the said name. The Purchaser therefore, shall neither change or seek to change name of the Building under any circumstances.

7. It is agreed that since the parking space/s will be an amenity attached to holding of a premises, no allottee shall be entitled to transfer / assign his/her rights to park vehicle therein independent of the premises held. The Transfer can take place only on transfer of the premises to which the same is attached as an amenity.

8. The total aggregate consideration amount for the premises including the benefit of the attached parking space/s and proportionate price of the common areas and facilities appurtenant to the Premises is thus Rs. _____/- out of which the Purchaser / Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment and hereby agrees to pay to the Promoters the balance consideration amount of Rs. _____ (Rupees _____) in the following manner :-

i. Rs. _____/-(_____) i.e. 25% of the total consideration, on or before the execution of Agreement

ii. Rs. _____ /-(_____) i.e.50% of the total consideration payable on completion of the _____ Flat slab.

iii. Rs._____/- (Rupees _____) i.e.

20% of the total consideration shall be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat, external plumbing and external plaster, elevation, terraces with waterproofing, Sanitary fittings, staircases, lift wells, lobbies;

iv. Rs._____/- (Rupees _____) i.e. the balance 5% of the total consideration shall be paid to the Promoter at the time of handing over of the possession of the Flat to the Allottee to be handed over after receipt of Occupancy / completion certificate.

The aforesaid consideration, in the manner aforesaid, shall be paid after deducting 1% TDS or at such applicable rate as may be prescribed under the Income Tax Act and deposit such TDS so deducted with the Govt of India / IT department and shall be evidenced by the Purchaser by providing to the Promoter the duly stamped copy of the Challan cum statement “Form No.16B” or in any other form as may be prescribed from time to time.

9. The aforesaid total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST / Value Added Tax/ Service Tax / Labour Welfare Cess or any other similar taxes) which may be levied in connection with the construction of and carrying out the Project. The taxes and levies are to be paid separately by

the Purchaser along with the installments of payment of the consideration, up to the date of handing over the possession of the premises.

10. However, the aforesaid agreed total Price is escalation-free, save and except escalations/increases due to increase on account of development charges / betterment charges or any other extra 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 Promoters undertake and agree that while raising a demand on the Purchaser / Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose the relevant notification/order/rule/regulation/Demands made by the concerned authority, published/issued in that behalf to that effect along with the demand letter to be issued to the Purchaser / Allottee.

11. The Purchaser(s) may obtain finance from any financial institution/ bank or any other source but the Purchaser(s)'s obligation to purchase the premises pursuant to this Agreement shall not be contingent on the Purchaser(s)' ability or competency to obtain such financing and the Purchaser(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the Flat or any reason whatsoever. The Purchaser (s) hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under

this Agreement in case bank /financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever and that the Promoters shall never be liable in any manner to repay any such loan / Finance or any part thereof. The Purchaser further agrees that so long as such loan or any part thereof remains unpaid, the Purchaser / Allottee shall not sell, transfer, lease, let out or deal with the premises in any manner without prior written permission of the Promoter as well as the lender. The Purchaser / Allottee indemnifies and shall keep the Promoters and the Society from and against all claims, costs, charges, expenses, damages, losses etc. which the Promoter / Society may incur suffer or sustain by reason of any action that such lending Bank / Financial Institute initiates for the recovery of the unpaid loan amount or for breach of any of the terms of the loan agreement with such Bank/Institute. Notwithstanding the provisions as contained herein, the Purchaser / Allottee agrees and confirms that the claims of the Promoter towards any such costs, charges, expenses, losses etc. shall have first lien/charge on the premises agreed to be sold.

12. The Promoter, if so desire, shall be entitled to create security on the development rights held by them as also the sellable Flats and premises allocated to them under the Supplemental Development Agreement by availing of the loans / financial assistance from Banks / Financial Institution and signing and delivering necessary documents with the lender provided that the same shall not in any

manner affect the rights and interests of the Purchaser in the premises agreed to be sold and the Promoter alone shall be liable to repay the loans etc. to their lenders with all interests costs etc. and the Purchaser hereby gives his express consent to the same on the condition that no such loan shall be raised or will continue to subsist on the premises agreed to be sold.

13. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser / Allottee after the construction of all the additional Floors on the existing incomplete building is complete and the occupancy certificate is granted by the competent authority and if there shall be any changes / variation in such carpet area, the Promoters shall furnish 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser / Allottee If there is any increase in the carpet area allotted to Purchaser / Allottee within the defined limits, the Promoters shall demand additional amount from the Purchaser / Allottee along with the installment due at the time of giving of possession. All these monetary adjustments shall be made at the same rate per square meter / feet at which the Flat is agreed to be sold (i.e. total consideration for the Flat divided by total Sq. Feet Carpet area mentioned in the Agreement). In case the variation i.e. reduction or increase in the area exceeds the defined

limit, the Purchaser will, within 7 days from receiving from the Promoter the details of carpet area of the Flat as constructed, either choose to receive or pay, as the case may be, the price difference at the rate per square feet as provided for the defined variation or notify withdrawal from the project and seek refund of the sums paid by the Purchaser till then.

14. The Purchaser / Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser / Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

15. The Promoter hereby agree 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 premises to the Purchaser / Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the premises. If any such term, condition, stipulation or restriction is to be complied with by the Purchaser / Allottee, he / she / it shall be liable to perform the same.

16. Time for performance of the obligations by one party towards other under the terms of this Agreement is an

essence of this contract i.e. for the Promoters as well as the Purchaser / Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the premises to the Purchaser / Allottee and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser / Allottee shall make timely payments of the installment and other dues payable by him/her and perform and discharge his/her other obligations under the Agreement.

17. The Promoter also, as disclosed in recital above, plan to utilize all the development potential of the appurtenant land comprised in the said property as soon as utilization thereof is sanctioned and approved as also increased FSI which may be available in future on modification to the existing DCPR 2034 which are applicable to the said Project . Thus the disclosure of the aforesaid Sq. Meters as proposed to be utilized by the Developer on the land comprised in the said property on which the incomplete building is being further constructed upon may increase in case of due sanction of utilization of the development potential of the appurtenant land as also in case of there being increase in permissible FSI in future and Purchaser / Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Premises 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.

18. The Purchaser / Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser / Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser / Allottee(s) to the Promoter.

19. Without prejudice to the right of promoter to charge interest in terms of clause above, on the Purchaser / Allottee committing default in payment on due date of any amount due and payable by the Purchaser / Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes / charges including development and/or betterment charges levied by concerned local authority and other outgoings) and on the Purchaser / Allottee committing three defaults in 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 / Allottee, by Registered Post AD / Courier service at the address provided by the Purchaser / Allottee and by a mail at the e-mail address provided by the Purchaser / Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser / 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 notified termination shall become effective and Promoter being entitled, shall be deemed to have duly terminated this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser / Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter by the Purchaser) within a period of thirty days of the termination, the installments of sale consideration of the premises which may till then have been paid by the Purchaser / Allottee to the Promoter and upon the Promoters refunding the sum found due in the manner contained herein the Promoters shall stand absolved from performing any of their obligations towards the Purchaser under this Agreement and thus shall be entitled to and free to sell and dispose of the premises to any other third party of its choice without any claim, demand, suit proceeding, let hindrance, lien, objection, prevention or obstruction by and from the Purchaser or by and from any other persons whosoever claiming or to claim by under from or in trust for the Purchaser. For the purpose of this clause, it is mutually agreed that the sum equivalent to 10% of the total sale consideration shall be the liquidated damages which the Purchaser has agreed to pay to the Promoters.

20. For the purpose of the provisions of the aforesaid clause, the term default on the part of the Purchaser entitling the Promoter to terminate, besides defaults in payment, the following other failures / avoidances / non-performances on the part of the Purchaser/s shall also constitute default of serious nature:

It is specifically agreed, undertaken and covenanted by the Purchaser(s) that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of defaults liable for consequences stipulated in this Agreement:-

a) Failure or incapacity on the part of Purchaser(s) to pay the appropriate stamp duty, legal, registration, any incidental charges.

b) Failure to pay on or before the due date any increases in security including but not limited to maintenance security, the proportionate taxes and Maintenance Charges, deposits or any other charges, security, as lawfully demanded by the Promoters, its nominee or the said Society under the terms of this Agreement and all other defaults of similar nature;

c) Failure or incapacity on the part of the Purchaser(s) to perform and observe any or all of the Purchaser(s)' obligations as set forth in this Agreement or if the Purchaser(s) fails to execute any deed/ document/ undertaking/ indemnities etc. in relation to the Flat agreed to be so executed by him/her under the terms of this Agreement;

d) The Failure on the part of the Purchaser(s) as and when called upon by the Promoters, to become a

member of the said society or to pay subscription charges etc. as may be required under the terms.

e) Assigning of this Agreement before the entire Purchase consideration and other dues are paid to the Promoters, without prior written consent of the Promoters;

f) Raising unjustified disputes or grievances and causing in any manner any obstruction in timely completion of the project and fully disclosed in this Agreement and particularly in the recital above.

21. Without prejudice to Promoters' other rights and remedies, the Promoters shall have a lien and charge on the said premises to the extent of purchase consideration or any other amount with or without interest remaining unpaid by the Purchaser(s) under the terms and conditions of this Agreement.

22. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and the Flat are as set out in **Annexure 'VIII'**, annexed hereto.

23. The Promoter shall give possession of the Flat to the Purchaser / Allottee on or before 31st December 2024. If the Promoter fails or neglects to give possession of the Flat to

the Purchaser / Allottee by the aforesaid date without any cogent reason or reasonable cause, then the Promoter shall be liable on demand to refund to the Purchaser / Allottee the amounts already received by them in respect of the Flat PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving delivery of premises on or before the aforesaid date, if the completion of the Building in which the premises is to be situated is delayed on account of events of force majeure or circumstances beyond the control of the promoter. The Events of force majeure / circumstances beyond the control of the Promoters would mean and include

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.

24. Delay caused by any of the aforesaid events or any other similar event shall automatically extend the time of performance of any such obligation by period of delay so caused by any such event and the Promoters shall stand absolved from his obligation of payment of interest or refund to the Purchaser sums paid by him/her till then for the period of delay caused due to any such event or circumstances.

25. The Promoters may, on written application, permit entry to the Purchaser(s) to the Flat for limited purpose of carrying out interior works if such entry is desired by the Purchaser (s) prior to the Possession Date upon execution of a suitable indemnity bond as required by the Promoters.

Such permission may be given by the Promoters at their absolute discretion subject to the following conditions:

i. Before carrying out the interior works in the Flat/Shop the Purchaser(s) should give Promoters in writing, the details of the nature of interior works to be carried out and take Promoters' written approval for the same.

ii. Promoters will have a right to inspect and satisfy about the nature of interior works during the course of execution of the said works and thereafter. If after such inspection Promoters find that the nature of such works will be harmful to the building or to the owners of other Flats/Shops, then Promoters will have the right to stop such interior works.

iii. The Purchaser(s) shall ensure that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat /shop whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed as per BIS to take only a specified load.

iv. Purchaser (s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Promoters or their Contractor for the same and the same will be cleared by the Purchaser(s), on a daily basis and this should at no

cost cause any nuisance or annoyance to the other owners of Flats/Shops. All cost and consequences in this regard will be to the account of Purchaser(s).

v. Purchaser (s) will ensure that the contractors and workers engaged by Purchaser (s) during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line, which may block the free flow of down take waste water, thus resulting in perennial choking and leakage.

vi. Purchaser (s) must ensure that contractors of the Purchaser (s) or workmen do not use or spoil the toilets inside the Flat or in the Building and that they must use only the toilet earmarked by Promoters and keep such toilets clean .

vii. If during carrying out of such interior works, if any of Purchaser (s) workmen misbehave or is found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to reenter the site again and such purchaser will be totally responsible for the acts of his/her contractors and their workmen.

viii. The Purchaser (s) must ensure that common passages/walkways are not obstructed or damaged during the course of carrying out such works or thereafter forever.

ix. No external or elevation changes/modifications of whatsoever nature will be permitted to be carried on by Purchaser (s).

x. The Purchaser (s) will not change or alter the design of the grills or elevation or colour scheme provided by the Promoters at any point of time.

xi. Under the guise of carrying out interior work, no structural addition or alteration shall be made in the premises and no enlargement or extension of the approved area is permitted. Similarly, shifting of location of toilets/bathroom blocks, kitchen, sewerage line etc. is strictly prohibited.

xii. The Purchaser / Allottee shall also abide by all other instructions issued by the Promoter relating to the maintenance of the decor / façade of the buildings as also the guidelines that may be issued by the concerned authorities.

However, such permission shall not be construed as or in no way entitle the Purchaser (s) to have any right, interest or title of any nature whatsoever in respect of the premises. Soon after completion of the interior, the Purchaser shall cease to enter the premises till lawful possession thereof is offered to him/her after grant of occupation certificate. During this period the Purchaser(s) undertakes to ensure that its interior work

would supplement efforts of the Promoters to obtain necessary approvals for the occupation and use of the Flat from the concerned authorities. The Purchaser(s) undertakes not to cause any damage to the Building while completing the interior work of the Flat and in the event any such damage is caused, the Purchaser (s) agrees to reimburse the Promoters the costs of rectification thereof. The Purchaser (s) further agrees to pay to the Promoters Security Deposit to be adjusted towards the actual cost of electricity, water, Debris removal and other direct expenses incurred by the Promoters on account of the Purchaser (s) during the period of interior work being done by the Purchaser(s).

26. Procedure for taking possession – Subject to the Purchaser having timely paid to the Promoters the installments of the consideration as agreed with accrued interest, if any as also other dues agreed to be paid by the Purchaser to the Promoters, the Promoter, upon obtaining the occupancy certificate from the competent authority, within 15 days from receipt of such Occupancy Certificate, shall offer to the Purchaser in writing the possession of the premises agreed to be sold / allotted to the Purchaser / Allottee in terms of this Agreement to be taken by the Purchaser within 15 days from the date of receipt of such offer letter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. The Promoter, on the Purchaser approaching for taking such possession within 15 days of receipt of intimation, shall give possession of

the premises to the Purchaser / Allottee. After expiry of 15 days from receipt of the letter offering possession, irrespective of whether the Purchaser takes possession or not, he/she shall be deemed to have taken such possession and shall then be liable to and continue to contribute and pay his/her share of maintenance, taxes and other dues as may be fixed by the Promoters/Society, as the case may be, payable by him/her for use and occupation of the premises to the Promoters or the Society, as the case may be.

27. In the event that the Purchaser(s) after receiving possession of the Flat makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Premises or the Building, the Promoters shall be entitled to call upon the Purchaser (s) to rectify the same at his cost and restore the Premises or the Building to its original condition. Without prejudice to the foregoing obligation of the Purchaser(s), the Promoters may carry out the necessary rectification or restoration to which the Purchaser cannot object or obstruct and the Purchaser(s) shall be liable to reimburse the Promoters for all costs, charges and expenses incurred by the Promoters in this behalf. Without prejudice to the aforesaid, if the Purchaser (s) does not rectify the breach within a period of 30 (Thirty) days from the date of notice to the Purchaser (s) or fails to reimburse the Promoters forthwith on demand of all costs, charges and expenses incurred by the Promoters, then in such event the Promoters shall, without prejudice to its other rights and remedies to recover all such costs with

interest as per the Act, be entitled to terminate this Agreement

28. If within a period of five years from the date of handing over the premises to the Purchaser / Allottee, the Purchaser / Allottee brings to the notice of the Promoter any structural defect in the Flat/premises or the newly constructed Floors of the building in which the Flat 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 its own cost and in case it is not possible to rectify such defects, the Purchaser / Allottee shall be entitled to receive from the Promoter reasonable compensation for such defect, such compensation to be based on estimated costs of rectifying such defect as may be determined by the Project Architects, in the manner as provided under the Act PROVIDED however, that if the newly constructed Floors of the building in which the Flat agreed to be sold is located or any part thereof gets demolished and/or gets damaged / destroyed on account of any act of God / Force Majeure event including earthquake, floods riots or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoters such losses and damages caused to the structure will be fully sustained by the Purchaser (s) along with the other purchaser (s) / Occupiers and the Promoters shall not be responsible for such loss/damage, after the possession is received by the Purchaser. The Purchasers / acquirers of Flats jointly in the building or the said Society , may utilize for the

restoration / reconstruction of such damaged / demolished or destroyed building or part thereof the claim which may be accepted and paid by the Insurance company with whom the Building would be insured.

29. Notwithstanding anything contained in clause 27, the Promoters shall not be liable for any defect or damage caused to the premises or the Building or newly constructed Floors or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any unauthorized change, repair or alteration carried out by the Purchaser herein or by other Purchaser/s – Occupiers in the building. The liability / warranty of the Promoters hereunder shall forthwith cease and be null and void in the event the Purchaser (s) makes any such unauthorized change or carries out any repairs or alterations to the Flat / Shop or the Building without the written consent of the Promoters. The Purchaser (s) shall indemnify and keep indemnified the Promoters from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made against the Promoters or which the Promoters may suffer or incur as a result of any unauthorized change or alteration or causing any unauthorized repairs in or to the premises or the Building or newly constructed Floors.

30. The Purchaser / Allottee shall use the Premises or any part thereof or permit the same to be used only for purpose of residence for which it is approved and the

allotted parking space/s for purpose of parking his own vehicle/s only.

31. The Purchaser / Allottee along with other Purchaser / Allottee(s)s of Premises in the building shall make prescribed application for being admitted to the membership of the Society and also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser / Allottee, so as to enable the Promoter to forward the same to the said Society.

32. Since the proposed additional Floors on the existing incomplete building in which the Promoters have agreed to sell the premises to the Purchaser is being constructed on the land belonging to the said Society, the Promoters are not required to form or register any new Society/Association. Under the terms of the Supplemental Development Agreement, all the purchasers of premises, including the Purchaser herein, shall be made members of the owner Society on payment of the prescribed share money and entrance fees as also proportionate contribution to the then existing Society Funds. Therefore, on and after the Purchaser would have paid to the Promoters all the sums including the consideration for sale and other due/deposits/charges etc. as provided herein and agreed to be paid by the Purchaser under the terms

hereof, the Purchaser will sign and handover to the Promoter his/her application for membership, which the Promoters shall forward to the Society and the Society will thereafter, subject to the terms and conditions in that behalf contained in the Supplemental Development Agreement, about which the Purchaser is fully aware of, admit the Purchaser to the membership of the Society. After such admission to the membership, the holding of the said premises by the Purchaser shall be governed by the Bye-laws rules and regulations of the Society. The Purchaser is not entitled to refuse to become member of the Society.

33. Similarly, as regards the property on which the additional Floors on the incomplete building is being constructed absolutely belongs to the Society and since under the terms of the Supplemental Development Agreement, the additional Floors on the incomplete building under construction, on and after its due completion, is to be handed over to the Society as its property, the Promoters are not required to transfer or caused to be transferred all the rights title and interest of the promoters in the said additional Floors of the said building to the said Society or to any other separate association.

34. **Rights regarding unsold Flats**: After due completion of the additional Floors on the existing incomplete building under construction in all respect and Occupation Certificate in respect thereof having been obtained, even if the

Promoters, in due compliance of the terms of the supplemental development agreement with the Society would have handed over complete charge, control and management of the newly constructed floors on the existing building to the said Society, the Promoters are entitled to and shall continue to hold in their own name all such Flats and premises which would have, by then, remained unsold and not as member/s of the Society but as the absolute owners thereof and it shall not be subject to or be governed by the bye/laws, rules or regulations including the tenancy regulations of the Society. However, until such premises are sold by the Promoters, Promoters shall be bound to bear all Municipal Assessment in respect of such unsold premises. The Promoters however shall not be liable to pay proportionate maintenance charges, taxes etc. if the unsold premises remain vacant and unused for such a period as agreed to under the terms of the Supplemental Development Agreement. The Promoters, however will pay proportionate share of maintenance in respect of such of the unsold premises which they or their nominees/Licensees/Lessees might use and occupy. Further, The Promoters shall have unqualified and unrestricted rights and authority to sell and dispose of such unsold premises to any person of the Promoters' choice and the Society and/or its members being the original members as well as some of the purchaser(s) of the premises in the Building, shall not object to any such sale or disposal by the Promoters; nor shall the Society or its then members refuse to enroll the purchaser (s) of such unsold premises from the Promoters

as members thereof. It is further agreed that such purchasers upon being inducted as members of the said Society shall be obliged to adhere to the rules, regulations, bye laws, may be of the Society.. The Promoters shall be at liberty and be entitled to allow all unsold premises to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Flats Scheme or on Paying Guest basis pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Purchaser (s) or the Society. The Purchaser (s) or the said Society shall not be entitled to object to the same and the Promoters shall not be liable to contribute any amount towards non-occupancy charges or any Transfer fee/charges for any other fund provided for under the bye-laws, rules and regulations or resolutions of the said Society

35. Within 15 days after notice in writing is given by the Promoter to the Purchaser / Allottee that the premises agreed to be sold hereby is ready for use and occupancy, the Purchaser / Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the premises) of outgoings in respect of the 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

land and buildings. Until complete custody, possession charge and management of the additional Floors of the existing building are handed over the said Society, the Purchaser / Allottee shall pay to the Promoter or the Society if so directed by the Promoter at its absolute discretion, such proportionate share of outgoings as may be determined by the Promoters. The Purchaser / Allottee further agrees that till the Purchaser / Allottee's share is so determined the Purchaser / Allottee shall pay to the Promoter / Society, as the case may be, provisional contribution of Rs. _____ per month towards the outgoings. If the amounts so paid by the Purchaser / Allottee to the Promoter, the same shall not carry any interest and remain with the Promoter until custody possession charge and management as aforesaid are handed over to the Society. At the time when the Promoters shall handover charge and management of the additionally constructed Floors of the building to the Society, the unspent part of aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. However, if such charges are, on direction of the Promoter, paid to the Society directly, nothing will be required to be paid over by the Promoter and no account will be required to be maintained or given in respect thereof.

36. The Purchaser / Allottee shall within 15 days from the date of receipt of possession offer letter OR on or before seeking possession of the said premises, whichever is earlier,

deposit and keep deposited with the Promoter, the following amounts :-

(i) Rs. _____for share money, application entrance fee of the said Society .

(ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the said premises.

(iii) Rs_____ as deposit towards 6 months' provisional monthly contribution towards outgoings in respect of the premises till the Society takes over complete charge control and management of the Floors newly constructed on the building (However, if it is directed to be paid to the Society, then not to be deposited with the Promoter).

(iv) Rs._____ as Deposit for installation of Water, Electric, and other utility and services meters, installation and connection charges &

(v) Rs. _____ for deposits of electrical receiving and Sub Station only if required to be provided on the land.

(vi) Rs._____ towards legal expenses of the present agreement.

(vii) Rs._____ towards development

charges.

(viii) Rs._____/- estimated share of the Purchaser's proportionate share in the funds/reserves held by the Society for its existing members.

Since all the aforesaid charges are worked out provisionally, in the event of any of the said charges exceed the aforesaid estimated charges, the Purchaser, within 7 days from the date of receiving intimation in that behalf reimburse and pay to the Promoter his/her/its share of any such deficiency.

37. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

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

i. The Society has clear and marketable title with respect to the property and the Promoters have clear and marketable title to their development rights as declared in the title report annexed to this agreement and the Promoters have the requisite rights to carry out further development on the said property;

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 said project as envisaged and fully disclosed in recital above;

iii. There are no encumbrances upon the land comprised in the said property or the Project;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said incomplete building as also proposed additional Floors obtained for the time being 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 for putting up more Floors by using all permissible development potential including that of the appurtenant land, project land and said existing 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;

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 / Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for development or any other agreement / arrangement with any person or party with respect to the project, the development rights whereof are vested in the Promoter, which will, in any manner, affect the rights of Purchaser / Allottee under this Agreement;

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

ix. At the time of handing over possession charge and management of the newly constructed Floors, the building and common areas of the property, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas / of the newly constructed Floors and Structure to the said Society.

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 either the Society or the Promoter in respect of the project land and/or the Project.

38. The Purchaser / Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the premises may come, hereby covenants with the Promoter as follows :-

i. To maintain the premises at the Purchaser / Allottee's own cost in good and tenantable repair and condition from the date that of possession of the premises is taken or 15 days from the date on which such possession is offered, whichever is earlier and shall not do or suffer to be done anything in or to the building in which the premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof without the consent of the local authorities/Promoters and of the Society, if required.

ii. Not to store in the premises 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 premises 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 premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the Purchaser / Allottee in this behalf, the Purchaser / Allottee shall be liable for the consequences of the breach including all the costs of restoration of the damage.

iii. To carry out at his own cost all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser / Allottee and shall not do or suffer to be done anything in or to the building in which the premises is situated or the premises which maybe contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority or the said Society or to the sanctions and approvals granted to the Promoters. In the event of the Purchaser / Allottee committing any act in contravention of the above provision, the Purchaser / Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or to the Promoters or the other purchasers.

iv. Not to extend the windows or enclose any balcony or overhanging legers above the windows or chajjas or make any installation or addition to the said premises which would project beyond the said premises or make any change whereby the exterior features, façade or elevation or external appearance on any side of the building gets altered or whereby the uniformity and aesthetics of the building which exist at the time of handing over possession are affected.

v. Not to demolish or cause to be demolished the premises 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 premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains and pipes in the premises 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 premises 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 or around the premises without the prior written permission of the Promoter and/or the Society.

vi. 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 premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

viii. Not to put any wire, pipe, grill, plant etc. outside the premises and not to dry any clothes and not to keep any article outside the Flat or the windows of the Premises.

ix. Not to claim any right in respect of the restricted areas and amenities including open spaces / Car parking spaces, stilt, hoardings, garden, if any or terraces of the building.

x. 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 for giving water, electricity or any other service connection to the building in which the premises is situated.

xi. 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 or service provider, on account of change of user of the premises by the Purchaser / Allottee for any purposes other than for purpose for which it is sold.

xii. The Purchaser / 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 premises until all the dues payable by the Purchaser / Allottee to the Promoter under this Agreement are fully paid up and the purchaser/allottee has duly complied with all his/her obligations hereunder.

xiii. The Purchaser / Allottee shall observe and perform all the rules and regulations of the said Society and the additions, alterations or amendments thereof that maybe made from time to time for protection and maintenance of the said building and the premises 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 Purchaser / Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society as also under this agreement regarding the occupancy and use of the premises 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.

xiv. Till the Promoters handover complete possession charge and management of the building to the said Society, the Purchaser / 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.

xv. Not put his/her/their Signage Board and or Name Plate in common areas of the building and or at place of the external surface of the building save and except at the place specifically earmarked and provided by the Promoters for the said purpose.

xvi. Not encroach upon or make use of any portion of the said building or open space of the compound not agreed to be acquired by them or otherwise not forming part of the said premises;

xvii. Not stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;

xviii. Not to fix grills from outside of window or at any place which affects the elevation of the said Building in any manner whatsoever.

xix. Not to fix air conditioners at place other than earmarked for fixing such Air Conditioners or at any other place which affects the elevation of the Building in any manner whatsoever.

xx. Not to shift /change place of kitchen and toilets which affects drainage system of the said building in any manner whatsoever.

xxi. Not to restrain the office bearers and staff of the Promoters / Society, with or without workmen from entering upon the said premises for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building for proper maintenance or continuation of the facilities therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes. Provided that twenty-four hours prior written notice shall have been given to the premises Purchaser for the purpose.

39. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser / Allottee as advance or deposit, sums

received on account of the share capital for the said Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the land which may be allocated to the structure in which it is situated or and the Building or any part thereof. The Purchaser / Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces(except the terrace attached to any particular Flat being part thereof and to belong to the holder of the said Flat) recreation spaces, will remain the property of the Promoter until the complete charge and management of the said building is transferred to the said Society as hereinbefore mentioned.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Premises 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 / Allottee who has taken or agreed to take such Premises.

42. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser / Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser / Allottee until, firstly, the Purchaser / Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser / Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser / Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser / 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 Purchaser / Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser / Allottee, application of the Purchaser / Allottee shall be treated as cancelled and all sums deposited by the Purchaser / Allottee in connection therewith including the booking amount less mutually agreed liquidated damages shall be returned to the Purchaser / Allottee without any interest or compensation whatsoever.

43. **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 premises.

44. **RIGHT TO AMEND**

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

45. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / ALLOTTEE / SUBSEQUENT PURCHASER / 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 Purchaser / Allottees of the premises, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

46. **SEVERABILITY**

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

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

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

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

48. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as maybe 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.

49. **UNDERTAKING BY THE PURCHASER/ALLOTTEE**

The New Purchaser of the flats being sold are hereby giving unconditional approval to the Developer Krishang Infra Pvt. Ltd. to construct further floors. They are abiding by the terms and conditions that they cannot interfere with further construction in any manner whatsoever. The Developer is the only one entitled to the further

development potential of the plot and the appurtenant land as per the Development Agreement and the New Flat Purchaser totally agree to the same and cannot claim any benefits or cannot hinder with the further development rights of the Developer. As per the Development Agreement, the Developer is the only one entitled to the benefits of the appurtenant land and no one neither the Society or the New Flat Purchasers can claim any benefit or consideration for the same which has been made very clear in the Development Agreement. If the Developer gets the appurtenant land the Developer will be totally entitled to consume the FSI of the appurtenant land, TDR, Additional FSI and Compensatory Fungible FSI or any further FSI which can be consumed on it as per the DCPR 2034. The Developer is entitled to consume all potential FSI as per the Development Control and Promotion Regulation 2034. The Developer has the absolute discretion to construct further floors by going into whatever scheme as he deems fit and the New Purchasers cannot object to it in any manner whatsoever. The New Flat Purchasers undertake and totally abide by the same. The New Flat Purchasers cannot obstruct the construction in any manner on any grounds may it be whatever.

50. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the

Promoter and the Purchaser / Allottee, in after the Agreement is duly executed by the Purchaser / 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 Mumbai.

51. The Purchaser / Allottee and/or Promoter shall present this Agreement 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.

52. That all notices to be served on the Purchaser / Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser / Allottee or the Promoter by Registered Post A.D and notified Email ID/Courier Service at their respective addresses specified below:

_____ Name of Purchaser / Allottee
_____ (Purchaser / Allottee's Address)
_____
_____
_____(Notified E. Mail ID of the Purchaser

KRISHANG INFRA PVT. LTD.,
9, Saroj Apartments, Ground Floor,
V. P. Road, Vile Parle (West),

Mumbai 400 056
(Promoter Address)
Notified Email ID: devashishpraval@gmail.com

It shall be the duty of the Purchaser / 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 / E. Mail failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser / Allottee, as the case may be.

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

54. **Stamp Duty and Registration**:- The charges towards stamp duty and Registration and other incidental costs of this Agreement are to be borne and paid by the Purchaser/s. Other incidental costs of registration, however, shall be borne and paid by the Purchasers.

55. **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 Authority as per the provisions of the Real Estate (Regulation and

Development) Act, 2016, Rules and Regulations, there under.

56. **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

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

For the purpose of Registration, the PAN NUMBERS of the parties are as under:

KRISHANG INFRA PVT. LTD. _____

(PROMOTERS)

_____ _____

(PURCHASER/S)

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of land admeasuring about 920.4 Sq. meters bearing Survey No. 229, Hissa No. 1 (now bearing CTS No.665 of Village Vile Parle (West), Taluka Andheri of Mumbai Suburban District) (“The said Plot”), along with the existing

incomplete building of the Society standing thereon situated at Opp. New Municipal Garden, Lallubhai Park Road Extension, Irla Gauthon, Vile Parle (West), Mumbai - 400 056 together with the exclusive vacant possession of a land appurtenant thereto ("the appurtenant land"), all of which is hereto before referred to as "The said Property" / Project Land".

THE SECOND SCHEDULE ABOVE REFERRED

All that residential premises being Flat No. ____ admeasuring carpet area of ____ Sq. Ft. (_____ Sq Mtrs) as defined under the RERA, on the proposed _____ Floor of the existing incomplete building named as 56 Park Avenue being constructed on the land comprised in the property described in the First Schedule written herein above along with ____ Parking Platform in the stacker containing ____ such platforms being the Upper/Lower platform of Stacker No._____ in the Stilts / _____ open parking space earmarked and identified as Parking Space No._____ on the Ground Floor, which premises is shown delineated by a red coloured boundary line on the layout Plan thereof at Annexure "VII" hereto.

THIRD SCHEDULE ABOVE REFERRED TO

The nature, extent and description of the common/limited restricted amenities, areas and common facilities are broadly:

1. The entire land on which the building is being constructed wherein the Flat agreed to be sold is situated.

2. The stair cases, lifts, staircase and lift lobbies, Fire escapes and common entrances and exits of the Building;

3. the common terrace/s i.e. terrace other than the one attached to any particular Flat with attached pocket terrace, common storage spaces and open spaces comprised in the land.

4. Lift well, lift machine room (if any).

5. Installation of central services, such as electricity, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy.

6. The water tanks, pumps, pump room, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

7. Landing in front of stairs on the floor on which the particular Flat is located, as a mere access to the Flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Flats on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.

8. All other parts of the building necessary or convenient to its existence maintenance and safety, or normally in common use.

   The above information is indicative of the proposed development and is issued in good faith. Subject to the approval of the authorities or in the interest of the continuing improvement, the Promoters reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove written.

SIGNED SEALED AND DELIVERED)
By the within named “The Promoter”)

Name	**Sign**	**Photo**	**Lht**
KRISHANG INFRA PVT. LTD., by the hands of its authorized Director Mr. _____			

In the presence of …. …. …. …. … ….)

Witness :-
1.

(_____)
Pan No._____

2.

(_____)

Pan No._____

SIGNED SEALED AND DELIVERED)
by the within named “The Purchasers”)

Name	Sign	Photo	Lht
Mr. Mrs. ____ _____ _____			

In the presence of …. …. …. …. … …)

Witness :-
1.

(_____)
Pan No._____

2.

RECEIPT

RECEIVED on or prior to the date hereinabove)
written from the within named Purchaser a)
sum of Rs. _____,00,000/- (Rupees _____)
Lacs only) by Cheque/Pay Order No. _____)
dated _____ drawn on _____ Bank)
_____ Branch (subject to realisation))
being the earnest money or deposit payable by)
the Purchasers to the Promoters on the date of)
execution hereof for sale of the Flat described)
in the Second Schedule written above) Rs.___,00,000/-

WE SAY RECEIVED

(PROMOTER)

Witness:

1. _____

2. _____

ANNEXURE – "VIII"

SPECIFICATION OF CONSTRUCTION AND AMENITIES

1. Building has been constructed with quality material in RCC Framed Structure and out walls are in 9" Brick Wall.

2. Doors shall be in teakwood frame with commercial flush shutters with Sun Maica finish and malamine polish and quality type fixtures.

3. Windows shall be anodized aluminum frame with glazed shutters and marble window sills will be provided.

4. Flooring shall be Marbonite, Vitrified Tiles or equivalent to that.

5. Flooring of bathroom will be of Glaze Tiles.

6. Full height coloured ceramic tilling and quality sanitary fittings, concealed plumbing.

7. Single Lever quality sanitary fittings from good reputed Brand in all bathroom.

8. Plaster of Paris will be provided to all wall.

9. Terrace shall be water proofed with China Mosaic.

10. Each bathroom in flat shall be with flush valve in each W.C.

11. Plumbing shall be concealed with Chromium fixtures taps etc.

12. Kitchen Platform is of granite finish and stainless steels sink.

13. Adequate number of lights points, plug points telephone, fan points and domestic points shall be provided with concealed copper wiring.

14. Three phase domestic copper concealed wiring

15. Miniature circuit breakers with Earth-leakage circuits.

16. Telephone points with conduit to each flat.

17. Cable T. V. wire in all bed rooms and hall.

18. Ground Floor entrance lobby will be decorative.

19. Lift arrangement shall be provided.

20. Exterior and internal walls of building with the colour tax paint.

21. Underground and overhead water tanks shall be provided with pumping system to ensure proper supply of water. Providing of the Overhead Water Tank is totally at the discretion of the Promoter.

22. Compound wall, gates and lights shall be provided.

23. Surrounding the building shall be paved.

24. Skirting will be with Marbonite/ Vitrified tiles.

25. Concealed copper plumbing with Standard Reputed Brand fitting.

26. Special decorative internal staircase made of green marble duly polished.

_____

DATED THIS____DAY OF _____, 2023

_____

BETWEEN

KRISHANG INFRA PVT. LTD.

… … … The Promoter

AND

_____

… … … The Purchaser

AGREEMENT FOR SALE