

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai this ____ day of _____, 2023

BETWEEN

MESSRS. SHREE KRISHNA HOMES PRIVATE LTD., [PAN NO. AAMCS2603] [CIN U45400MH2008PTC177548] a company incorporated under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013 having its registered office at Plot No. 148, Sindhi Society, Chembur, Mumbai 400071 hereinafter called "the Developer / Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART,

AND

(IF ALLOTTEE IS AN INDIVIDUAL)

(1) _____ [PAN NO. _____] and (2) _____ [PAN NO. _____] both of _____ Indian Inhabitants residing at _____, hereinafter collectively referred to as "The Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their/its respective heirs, executors, administrators and assigns) of the OTHER PART.

OR

(IF ALLOTTEE IS A PARTNERSHIP FIRM)

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business / registered office at _____, (PAN _____), represented by its authorized partner, _____, (AADHAR No. _____) authorized vide _____, hereinafter referred to as "The Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the OTHER PART.

OR

(IF ALLOTTEE IS AN LLP)



_____, LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having LLPIN no. _____ and having its registered office at _____, (PAN _____), represented by its designated partner, _____, (AADHAR No. _____) authorized vide _____, hereinafter referred to as "The Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART,

OR

(IF ALLOTTEE IS A COMPANY)

_____, (CIN _____) a Company registered under the Companies Act, 1956/ Companies Act 2013, having its registered office at _____, represented by its Director _____ (AADHAR No. _____) authorised vide board resolution dated _____ hereinafter referred to as "The Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, and assigns) of the OTHER PART.

OR

(IF ALLOTTEE IS HUF)

Mr. _____, (AADHAR No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Undivided Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as "The Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Karta and member for the time being of the said HUF, the survivor or survivors of them, the legal heirs, executors and administrators of the last survivor of them and his/her/their assigns) of the OTHER PART

All throughout this Agreement the term "Allottee" wherever used shall be deemed to include all the Allottees referred above in case there are more than one allottees.

WHEREAS:

- a. Under an Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and Professor Ganesh Bhaskar Jathar ["said Jathar"], the District Deputy Collector, Bombay Suburban District granted to the said Jathar on the terms and



conditions therein contained and at or for the consideration therein mentioned the pieces or parcels of land bearing Plot Nos. 215 and 216 of Suburban Scheme No. III of Chembur admeasuring 1,764 square yards in the aggregate (hereinafter referred to as "the said Larger Piece of Land")

- b. Possession of the said Larger Piece of Land was taken over by the said Jathar on 22nd January 1945 as is recorded in Form KK dated the same day signed by the District Deputy Collector, Bombay Suburban District.
- c. Prior to 1957, the said Jathar sub-divided the said Plot Nos. 215-216 into a sub-divided Plot being 215-216A and another Plot being 215-216B.
- d. In this background when the City Survey was carried out in the Mumbai Suburban District, a separate City Survey Property Register Card was issued in respect of each of the sub-divided plots and Plot No. 215-216A came to be assigned CTS No. 1031 of village Chembur.
- e. The land bearing Plot No. 215-216A and bearing CTS No. 1031 of village Chembur is more particularly described in the **First Schedule** hereunder and which is hereinafter referred to as "the said Land". As per the City Survey Property Register Card the area of the said Land is 687.5 square metres.
- f. Vide Deed of Conveyance dated 5th September 1957 made between the said Jathar as the Vendor of the One Part and Mrs. Sudhabai Shankar Mundle [alias Mrs. Sudhabai Shankar Mundale] ["said Sudhabai"] as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957, the said Jathar sold transferred conveyed and assigned to the said Sudhabai the said Land for the consideration and on the terms and conditions more particularly set out therein.
- g. Vide Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957, the said Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.
- h. Vide Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957, Mr. Kshitish Ganesh Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.
- i. In due course of time the said Sudhabai constructed on the said Land a building having ground plus two upper floors known as 'Suyog' and one closed garage which she occupied along with her family. The said building and the closed garage are hereinafter collectively are referred to as "the said Structures".
- j. The said Land and the said Structures are hereinafter collectively referred to as "the said Property".



- k. Vide Deed of Gift dated 18th June 2004 made between the said Sudhabai as the Donor of the One Part and Mr. Vijay Shankar Mundle ["said Vijay"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR/3-5233 of 2004, the said Sudhabai gifted to the said Vijay the entire first floor of the said building 'Suyog' ["the First Floor Premises"] out of natural love and affection, the Donee being her son.
- l. Vide Deed of Mortgage dated 28th February 2005 made between the said Vijay as the Mortgagor of the One Part and M/s Citifinancials as the Mortgagee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR/13-1509 of 2005, the said Vijay mortgaged the First Floor Premises in favour of M/s Citifinancials in order to secure repayment of certain credit facilities availed by the said Vijay.
- m. In these circumstances, the said Vijay died intestate at Mumbai on 6th August 2005 leaving the said Sudhabai, Mrs. Jyoti Vijay Mundle ["said Jyoti"], Mr. Kunal Vijay Mundle ["the said Kunal"] and Mrs. Gauri Sudhir Dole ["the said Gauri"], being his mother, widow, only son and only daughter respectively as his only heirs and legal representatives as per the Hindu Succession Act, 1956, who thus inherited the First Floor Premises as co-owners and as tenants-in-common, each having an equal undivided share therein.
- n. Each of the said Sudhabai, the said Jyoti, the said Kunal and the said Gauri thus came to hold a 1/4th undivided share in the First Floor Premises.
- o. Thus, during her lifetime, the said Sudhabai was the absolute owner of the following:
- A. The said Land; and
 - B. The said Structures except 3/4th undivided share in the First Floor Premises.
- p. The said Sudhabai died on 23rd October 2006 at Mumbai.
- q. She was survived by the following persons who would have been her only heirs and legal representatives as per the Hindu Succession Act, 1956 in case of intestate succession:
- A. Mr. Ajit Shankar Mundle: Son
 - B. Mr. Pradeep Shankar Mundle: Son
 - C. Mr. Shashank Shankar Mundle: Son
 - D. Smt. Jyoti Vijay Mundle: Widow of a pre-deceased son
 - E. Mr. Kunal Vijay Mundle: Son of a pre-deceased son
 - F. Ms. Gauri Vijay Mundle: Daughter of a pre-deceased son
- r. Mr. Shankar Krishna Mundle, being the husband of the said Sudhabai had pre-deceased her on 16th June 2006.
- The said Sudhabai left her Last Will and Testament dated 7th September 2006 which was duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR/13-8231 of 2006. Under the said Last Will and



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Testament, the said Sudhabai made the following bequests subject to the conditions mentioned in the said Last Will and Testament:

- A. The entire second floor of the building "Suyog" ["Second Floor Premises"] along with proportionate undivided share in the said Land to the said Pradeep;
 - B. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Pradeep;
 - C. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Pradeep;
 - D. The entire ground floor of the building "Suyog" ["Ground Floor Premises"] along with proportionate undivided share in the said Land to the said Shashank;
 - E. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Shashank;
 - F. The closed garage forming part of the said Property was bequeathed to the said Shashank;
 - G. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Shashank;
 - H. Subject to the above, the said Land was bequeathed to all owners of premises in the said Structures in proportion to the carpet area of their respective premises which would include the said Jyoti, the said Kunal and the said Gauri to the extent of their respective 1/4th undivided share in the First Floor Premises.
- t. Mr. Chandrashekhar Shrikrishna Sathe was one of the executors appointed under the said Last Will and Testament dated 7th September 2006.
 - u. On 29th July 2010 the Bombay High Court granted probate in respect of the Last Will and Testament dated 7th September 2006 of the said Sudhabai in Testamentary Petition No. 1066 of 2007 to the said Mr. Sathe.
 - v. Under the said Last Will and Testament dated 7th September 2006, the said Sudhabai did not bequeath any rights or share in the said Property to her son Ajit. However, a certain monetary bequest was made in his favour, which amount was paid to him by the said Mr. Sathe out of the estate of the said Sudhabai and which was acknowledged by Mr. Ajit Shankar Mundle by signing a Declaration dated 6th September 2016 which was duly notarized.
 - w. Vide Deed of Transfer dated 23rd December 2016, the said Mr. Sathe transferred the following to the said Pradeep, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10078 of 2016:

- A. The Second Floor Premises;



- B. Floor space index out of the balance unutilized floor space index of the said Land as per his entitlement;
 - C. 1/8th undivided share in the First Floor Premises; and
 - D. Undivided share in the said Land as per his entitlement.
- x. Vide Deed of Transfer dated 23rd December 2016, the said Mr. Sathe transferred the following to the said Shashank, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10079 of 2016:
- A. The Ground Floor Premises;
 - B. Floor space index of out of the balance unutilized floor space index of the said Land as per his entitlement;
 - C. The closed garage forming part of the said Property;
 - D. 1/8th undivided share in the First Floor Premises; and
 - E. Undivided share in the said Land as per his entitlement.
- y. Vide Gift Deed dated 3rd October 2022 made between the said Pradeep as the Donor of the One Part and Mr. Gautam Pradeep Mundle ["the said Gautam"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18036 of 2022, the said Pradeep has gifted to the said Gautam 50% undivided share right title and interest in the Second Floor Premises.
- z. Vide Gift Deed dated 3rd October 2022 made between the said Shashank as the Donor of the One Part and Mr. Siddharth Shashank Mundle ["said Siddharth"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18035 of 2022, the said Shashank has gifted to the said Siddharth 50% undivided share right title and interest in the Ground Floor Premises.
- aa. Vide Deed of Transfer dated 10th March 2023, the said Mr. Sathe transferred to the said Jyoti, the said Gauri and the said Kunal undivided share right title and interest in said Land as per their entitlement, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL/1-4890 of 2023.
- bb. The said Pradeep, the said Shashank, the said Jyoti, the said Kunal and the said Gauri are hereinafter collectively referred to as "Owners".
- cc. While the names of the said Pradeep and the said Shashank have been added on the City Survey Property Register Card in respect of the said Land in place of the said Sudhabai vide appropriate mutation entries, the same is yet to be done for entering the names of the said Jyoti, the said Kunal and the said Gauri ["Mutation"]. A copy of the City Survey Property Register Card in respect of the said Land is annexed hereto as Annexure A.



- dd. On account of several intervening events and transactions, the rights, assets and liabilities of Citifinancial Consumer Finance India Limited have come to vest in IDFC First Bank Limited.
- ee. While the entire amount due and payable to IDFC First Bank Limited has been repaid, the execution and registration of a Deed of Reconveyance has remained and is in progress.
- ff. In these circumstances the Owners were absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property as co-owners and as tenants-in-common thereof subject to the rights of the said Gautam and the said Siddharth as set out above.
- gg. Vide Development Agreement dated 12th April 2023 executed by the said Jyoti, the said Kunal, the said Gauri, the said Pradeep, the said Gautam, the said Shashank and the said Siddharth in favour of the Promoter herein, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No. KRL/5-7690 of 2023, the Owners, the said Gautam and the said Siddharth have granted development rights in respect of the said Property to the Promoter herein on the terms and conditions more particularly set out therein, which development is to be carried out by demolishing the said Structures and constructing in place thereof a new multi-storeyed building having stilt and 1st to 14th upper floors. Under the said Agreement, subject to the commitments made towards the Owners, the said Gautam and the said Siddharth, the Promoter herein is entitled to sell the free sale premises forming part of the project.
- hh. The said Land is hereinafter referred to as "the Project Land". After the Owners, the said Gautam and the said Siddharth vacated the said Structures, the Promoter has demolished the said Structures. It is proposed that the new multi storeyed building shall comprise a mechanized tower parking, stilt at the ground floor level having parking spaces and common amenities and fourteen upper floors, such that each floor has one residential premises having four bed rooms, hall and kitchen, to be known as "Suyog" ["the said Building / New Building"] by utilizing the entire presently permissible development potential of the said Land [by whatever name called and permissible at present and whether permitted to be used free of premium or on payment of the premium or otherwise] including but not limited to the basic zonal floor space index ["FSI"], premium FSI, compensatory fungible FSI, transferable development rights ["TDR"], incentive floor space index under Regulation 33(7)(B) if available/applicable and road width related TDR as per the Development Control and Promotion Regulations, 2034 ["DCPR"] as they stand as on the date of the Development Agreement, which as on the date of the Development Agreement is an aggregate development potential of 2,042 square metres



[Handwritten signature]

[excluding the areas which are not counted in FSI] ["Total Development Potential"].

- ii. Under the Development Agreement the Promoter is entitled to sell all the apartments in the New Building (other than the apartments which are to be allotted to the Owners and to the said Gautam and the said Siddharth, in consideration of the Owners, the said Gautam and the said Siddharth granting to the Promoter the right to develop the said Property as set out in the Development Agreement) [hereinafter referred to as "the Free Sale Apartments"].
- jj. The Municipal Corporation of Greater Mumbai ["MCGM"] has sanctioned the plans of the New Building by issuing the following:
 - A. Zero FSI Intimation of Disapproval dated 10/05/2023 bearing No. P-16333/2023/(1031)/M/W Ward/CHEMBUR-W/337/1/New, a copy of which is annexed hereto as **Annexure B**;
 - B. The plinth commencement certificate dated 30th May 2023 bearing No. P-16333/2023/(1031)/M/W Ward/CHEMBUR-W/CC/1/New;
 - C. Commencement certificate dated _____ bearing No. _____ which is in respect of the stilt and 11 upper floors. A copy of the same is annexed hereto as **Annexure C**.
- kk. In these circumstances the Promoter is entitled and enjoined upon to construct the New Building on the Project Land in accordance with the recitals hereinabove.
- ll. The Promoter has been granted by the said Owners a license to enter upon the Project Land.
- mm. The Allottee is offered by the Promoter an Apartment bearing number _____ on the _____ floor having carpet area of _____ square feet [which is calculated as per the method prescribed under the Real Estate (Regulation and Development) Act, 2016] in the New Building, which Apartment is more particularly described in the **Second Schedule** hereunder, (herein after referred to as the said "Apartment" / "the said Apartment").
- nn. The Promoter has registered the Project under the provisions of the Real Estate [Regulation and Development] Act, 2016 ["said Act"] with the Maharashtra Real Estate Regulatory Authority under registration No. _____. A copy of the registration certificate is annexed hereto as **Annexure D**.
- oo. The Allottee has satisfied himself/herself in respect of the marketability of the title and rights and authorities of the Promoter herein after undertaking an independent study of the same and no requisition or objection shall be raised upon the Promoter in any matter relating thereto.
- p. The Promoter has appointed M/s Associated Structural Engineers LLP being structural Engineers for the preparation of the structural design and drawings of the New Building and the Promoter accepts the professional supervision of



the Architect and the structural Engineer till the completion of the New Building.

- qq. By virtue of the Development Agreement dated 12th April 2023 and subject to the provisions of the said Agreement, the Promoter has the sole and exclusive right to sell the Free Sale Apartments and the car parking spaces [other than those being allotted to the Owners, the said Gautam and the said Siddharth] in the New Building being constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s) of the Apartments and to receive the sale consideration in respect thereof.
- rr. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Associated Architects and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.
- ss. Photocopy of the Certificate of Title issued by Advocate Amol Kishor Tembe dated 15th April 2023 is annexed hereto and marked as **Annexure E**.
- tt. The authenticated copies of the plans of the Layout as approved by the MCGM have been annexed hereto and marked as **Annexure F**.
- uu. A copy of the floor plan of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the MCGM has been annexed and marked as **Annexure G**.
- vv. As stated above the Promoter has got some of the approvals from the MCGM to the plans, the specifications, elevations, sections and of the New and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the New Building.
- ww. While sanctioning the above referred plans the MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the New Building and upon the observance and performance of which only the completion or occupancy certificate in respect of the New Building shall be granted by the MCGM.
- xx. The Promoter has commenced construction of the New Building in accordance with the said plans.
- yy. The Allottee has applied to the Promoter for allotment of the Apartment as stated above.
- zz. The carpet area of the said Apartment is square feet and carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or varandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- aaa. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained



in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- bbb. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) out of which Rs. _____/- is earnest money deposit and the balance is part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- ccc. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- ddd. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment as stated below.
- eee. The Promoter has represented to the Allottee that the said Apartment forms a part of the Free Sale Apartments and thus the Promoter is entitled to sell the said Apartment.
- fff. For the purpose of RERA the Owners are considered to be co-promoters.

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

1. The Promoter shall construct the New Building on the Project Land in accordance with the plans, designs and specifications as approved and as will in due course be approved by the MCGM from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or additions required by any Government authorities or the MCGM or due to change in law. The Allottee hereby expressly consents to the Promoter constructing additional floors on the New Building in utilization of the Additional FSI [as defined in Clause 9 of the Development Agreement dated 12th April 2023] if in case the same becomes available. The Allottee hereby further expressly consents to the Promoter submitting the floor plans for the aforesaid additional floors to the MCGM, if in case the Additional FSI becomes available, at any time whether present or in future, for approval. The consent granted by the Allottee to the Promoter under this clause shall be construed to be consent as required by Sections 14(2)(i) and 14(2)(ii) of the said Act. The Allottee hereby agrees and undertakes to sign such further documents in future as may be necessary, from



time to time, for the purpose of facilitating utilization of the Additional FSI as contemplated in this clause.

2. AGREEMENT TO PURCHASE

- a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee (i) the said Apartment i.e. the Apartment No. having carpet area admeasuring square feet [which is calculated as per the method prescribed under the Real Estate (Regulation and Development) Act, 2016] on floor in the New Building as shown in the floor plan thereof hereto annexed and marked as **Annexure F & G** for the consideration of Rs./- including 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 which are more particularly described in the **Third Schedule** annexed herewith. The Allottee acknowledges that the said Apartment and the said Car Parking Spaces referred above, shall be held by the Allottee as one composite unit and the Allottee shall not be entitled to transfer the use and enjoyment of any one without the other.
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee car parking spaces in the mechanized tower parking under proposed valet system in the New Building / car parking spaces in the stilt bearing No. ["said Parking Space(s)"].
- c. The total aggregate consideration amount for the apartment including the covered parking spaces is thus Rs./- ["Total Price"].
- d. The Allottee has paid on or before execution of this Agreement a sum of Rs. (Rupees/- only) out of which an amount of Rs. 5,00,000/- is as earnest money deposit while the amount of Rs. is part payment and hereby agrees to pay to the Promoter the balance amount of Rs./- (Rupees/-) in the following manner ["Payment Plan"]:
- Rs./- [Rupees only] being ...% of the **Total Price** to be paid to the Promoter after execution of this Agreement;
 - Rs./- (Rupees only) being ...% of the **Total Price** on completion of the plinth of the New Building;



- iii. Rs. _____/- (Rupees _____ only) being ____ % of the Total Price on completion of each slab;
 - iv. Rs. _____/- (Rupees _____ only) being ____ % of the Total Price on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment;
 - v. Rs. _____/- (Rupees _____ only) being ____ % of the Total Price on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
 - vi. Rs. _____/- (Rupees _____ only) being ____ % of the Total Price on completion of the external plumbing and external plaster, elevation, terraces with waterproofing;
 - vii. Rs. _____/- (Rupees _____ only) being ____ % of the Total Price on completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection and paving of open areas; and
 - viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate.
- e. The Total Price is a negotiated price and has been arrived at between the parties after mutually agreed credit for GST input credits. The Allottee agrees that the Total Price above excludes Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Apartment up to the date of handing over the possession of the said Apartment which shall be separately borne and paid by the Allottee. The Allottee hereby indemnifies and keeps indemnified the Promoter from all costs incurred by the Promoter in respect of Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Apartment up to the date of handing over the possession of the said Apartment.
- f. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent



authorities etc., the Promoter shall enclose the said notification/ order/rule/regulation published/issued to the Allottee, which shall only be applicable on subsequent payments.

- g. The Promoter shall confirm the final area that has been allotted to the Allottee after the construction of the New Building is complete and the occupancy certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules framed under the said Act ["the Rules"], from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 2(a) of this Agreement.
- h. The Allottee authorises the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the MCGM occupancy and/or completion certificates in respect of the Apartment.
4. Time is essence for the Promoter as well as the Allottee: The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the cooperative housing society, when formed after receiving the occupancy certificate except in case of occurrence of a *force majeure event*. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting



the other obligations under the Agreement subject to the simultaneous fulfillment by the Promoter of its obligations as per Clause 2 above.

5. The Promoter has disclosed that the aggregate development potential [including FSI, TDR, premium FSI and compensatory fungible FSI] proposed to be used in the project as on the date of this Agreement is 2,042 square metres [excluding the areas which are not counted in FSI] which is the Total FSI [as defined above and as defined in the Development Agreement]. In addition to this, the Promoter shall be entitled to utilize Additional FSI [as defined in Clause 9 of the Development Agreement dated 12th April 2023] as and when the same becomes available subject to the terms and conditions of the Development Agreement dated 12th April 2023 and any other agreement that may be entered into with the Owners and with the said Gautam and the said Siddharth. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the aforesaid development potential and hereby expressly consents to utilization of the Additional FSI. The Promoter shall not be required to obtain any fresh consent from the Allottee in respect of utilization of the Additional FSI.
6. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rules on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till the date of actual payment.
7. The time for payment of the balance of the Total Price and for payment of all other amounts under this Agreement is the essence of the contract. Without prejudice to the right of Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments or any other amounts, the Promoter, at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by



the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (after forfeiting the earnest money deposit of Rs. 5,00,000/- and subject to adjustment of any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, without any interest. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Allottee to the Promoter. On such termination, the Allottee shall cease to have any right title interest whatsoever in the said Apartment and under this Agreement and the Promoter shall be entitled to deal with the said Apartment in such manner that they deem fit including selling the same to any other party. The said amount shall be accepted by the Allottee in full and final satisfaction of all his / her / their claim under this Agreement and/or in or to the said Apartment including any claim for stamp duty paid on this Agreement. The Allottee hereby confirms that no formal Deed of Cancellation of the Agreement for Sale is required to be executed and registered for the purpose of giving effect to the termination of this Agreement as aforesaid.

8. 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 New Building and the Apartment as are set out in **Annexure H**, annexed hereto. The Promoters will hand over the warranties/guarantees in respect of the fixtures and fittings at the time of handing over possession of the said Apartment and the Allottee shall directly interact with the manufacturer/service outlets for any complaints in respect thereof.
9. Unless prevented by *force majeure* events (defined hereinafter), the Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20____, subject to the Allottee making timely payments of the instalments towards the Total Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee duly observing all the terms and conditions contained herein. It is expressly agreed and understood that the Promoters shall be entitled to an automatic extension of the time for



compliance of its obligations specified in this clause with regard to handing over peaceful possession of the said Apartment to the Allottee equivalent to the time the completion of the New Building is delayed on account of *force majeure* events provided the consent of MAHARERA is obtained for the same as per provisions of Section 6 of the said Act. For the purpose of this Agreement, the term "*force majeure events*" as referred to in this Agreement shall mean and include the following provided they are not a consequence of any act/s of commission or omission on the part of the Promoters or their agents:

- a. War, civil commotion, act of God, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority / court; and
- c. Any period during which the actual work could not be carried out by the Promoter as per sanctioned plans due to a specific stay or injunction order relating to the real estate project issued by any Court of law or Tribunal, competent authority, statutory authority, high power committee etc.

10. Except for occurrence of a *force majeure* event, if the Promoter fails to give possession of the said Apartment to the Allottee within the time period specified in this Agreement, the Allottee shall be entitled to (A) stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee required to make the next payment without any penal interest; or (B) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate specified in the Rules under the said Act within thirty days of receiving the termination notice, PROVIDED that if the Allottee does not intend to terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate specified in the Rules under the said Act, for every month of delay till the handing over of the possession of the said Apartment.

11. PROCEDURE FOR TAKING POSSESSION

The Promoter, upon obtaining the occupancy certificate from the MCGM and the payment made by the Allottee as per this Agreement shall offer in writing



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the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or the cooperative housing society, when formed, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. Simultaneously with receiving the possession of the Apartment, the Allottee shall pay the balance price / consideration under this Agreement to the Promoter.

12. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT

Upon receiving a written intimation from the Promoter as per clause 11, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 11 such Allottee shall continue to be liable to pay maintenance charges as applicable.

13. If within a period of five years from the date of (i) issuance of the full occupation certificate in respect of the New Building or (ii) the date of offering the Apartment to the Allottee, whichever is earlier, the Allottee brings to the notice of the Promoter any structural defect within the Apartment or the New Building or any defects on account of workmanship, quality or provision of service or any other obligation of the Promoter as per this Agreement, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the said Act. Provided that the Promoter shall not be liable to rectify any defects/ change or pay compensation for such defect or change if such defect has arisen on account of or such change has arisen on account of any internal and/or external and/or structural changes carried out by the Allottee in the said Apartment and/or in the New Building. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Sanitary Fittings and C.P. Fittings, etc. to be provided by the Promoter in the New Building and/or in the said Apartment, the Promoter's liability for any



manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Allottee or by the Co-operative Housing Society formed of the Allottees of Apartments in the New Building.

14. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space, if any, only for purpose of keeping or parking a motor vehicle. The Allottee shall not be entitled to sell the said Parking Spaces to any person other than persons who hold apartments in the New Building.
15. The Allottee along with other allottee(s) of Apartments in the New Building shall join in forming and registering a cooperative housing society to be known by such name as the Promoter may decide ("said Society"), and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the said Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority. The said Society shall be formed within 3 months from the date when 51% of the allottees having booked their apartments in the project.
16. The Promoter shall, within three months of registration of the said Society, as aforesaid, cause to be transferred to the said Society all the right, title and the interest of the Owners and the Promoter in the Project Land and the New Building.
17. The Owners, the said Gautam and the said Siddharth shall become promoter members of the said Society in respect of the premises retained by them on ownership basis under the Development Agreement along with the allottees of the Free Sale Premises.



18. In case any apartments remain unsold at the time of registration of the said Society, the Promoter shall join as a promoter member of the said Society in respect of such apartments and the Allottee agrees that the Promoter herein or its nominees shall be entitled to transfer the shares and membership so allotted to the name of the new purchaser [on sale of such unsold apartment happening] without being liable to pay any transfer fee / cost / premium whatsoever.

19. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, charges for maintenance and repair of lift and water pumps, mechanized tower parking system and all other expenses necessary and incidental to the management and maintenance of the Project Land and the New Building. Till the Allottee is admitted to membership of the said Society or the management of the New Building is handed over to the said Society, whichever is earlier, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, entirely at its discretion. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the management of the New Building is handed over to the said Society. On such management being handed over the aforesaid deposits / payments (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. It is expressly agreed and understood that till such time the said Society takes over the management of the New Building, the Promoter shall be entitled to undertake management and maintenance of the said Land and the New Building, personally, or through a property management agency appointed by it (hereinafter referred to as the "Property Manager"), and in such case the Promoter and/or the Property Manager (as the case may be) shall be paid the necessary fees and charges for services rendered by them.

20. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter the following amounts:



- a. share money (Rs. 500/-) and application and entrance fee of the said Society (Rs. 100/-) or such higher amount as may be mandatory as per then applicable law;
- b. Rs. _____/- for formation and registration of the said Society;
- c. Rs. _____/- for proportionate share of taxes and other charges / levies in respect of the said Society;
- d. Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of the said Society; and
- e. Rs. _____/- for deposit towards water, electric and other utility and services connection charges.

21. At the time of putting the Allottee in possession of the said Apartment if there has/have been any changes in any of the above referred amounts or if any other tax / charge / duty (by whatever name called) is/ are levied and/or is/are found to be then payable on the transaction hereby envisaged either because of any amendment to the laws presently prevailing or because of any new law then enacted or otherwise howsoever, the Allottee does hereby agree to pay all such amounts to the Promoter before the Allottee can take possession of the said Apartment in the manner hereby envisaged.

22. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Deed of Conveyance.

23. At the time of registration of the Deed of Conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Society on such conveyance or any document or instrument of transfer in respect of the Project Land and the New Building.

24. It is hereby expressly agreed that while the Promoter shall assist the Allottee in every way in getting a piped gas connection from the Mahanagar Gas Limited ["MGL"] in the said Apartment, the Allottee shall be liable to make all payments that may have to be made to MGL for getting such connection including the security deposit.

25. The Allottee agrees and undertakes that the Allottee shall deduct Tax Deducted at Source at the rate of 1% at the time of paying each installment of the Total Price and shall deposit the same within 7 days of the deduction with the Income Tax Department to the credit of the income tax account of the



Promoter. The Allottee hereby undertakes to furnish the Promoter with copies of (i) Form 26QB and (ii) Challan, for showing deposit of the TDS within 7 days of the deduction, failing which (A) the amount of TDS deducted shall be shown by the Promoter as due and payable by the Allottee in the books of accounts of the Promoter and (B) the Allottee shall be deemed to have defaulted in paying the concerned installment of the Total Price to the extent of the TDS amount. In such situation the Promoter shall be entitled to all rights and remedies as are available to the Promoter under this Agreement in respect of delayed payment of installments.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

Subject to the disclosures set out in the recitals above, the Promoter hereby represents and warrants to the Allottee as follows:

- a. The Owners have a clear and marketable title with respect to the Project Land, as declared in the title report annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the Project Land and also has actual physical and legal possession of the Project Land for the implementation of the Project.
- b. The Promoter has lawful rights and such approvals from the competent Authorities to carry out development of the Project as mentioned in the recitals above and shall obtain further requisite approvals from time to time to complete the development of the project.
- c. There are no encumbrances upon the Project Land or the Project.
- d. There are no litigations pending before any Court of law with respect to the Project Land or Project.
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the New Building are valid and subsisting and have been obtained by following due process of law. Further all further approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and the New 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, the New Building and common areas;



- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- i. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building to the said Society **as per the provisions of the Development Agreement.**
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k. 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or Project.

27. The Allottee for himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows:-

- a. To use the said Apartment only for residential purpose. The Allottee shall not create any nuisance and/or use or permit to be used the said Apartment for any illegal or unlawful purpose.
- b. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the

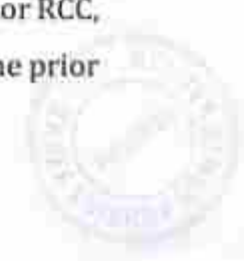


Apartment is taken and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws of the local authority of the said Society or change/alter or make addition in or to the New Building and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- c. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the New Building, including entrances of the New Building and in case any damage is caused to the New Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- d. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the New Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and / or of the said Society. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or the said Society.
- e. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour of the New Building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the said Society.



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- f. 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 New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the New Building.
- h. Not to keep any pots or plants in the windows or on the chajjas or at such places which will spoil the exterior colour of the New Building and which also may cause leakage in future.
- i. Pay to the Promoter within fifteen days of demand by the Promoter, his / her/ their share of security deposit demanded by the concerned local authority and/or Government and/or other public authority, for providing any utility connection or water connection.
- j. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold and also to pay the proportionate charges in respect of the said Parking Space(s) [including the cost for the annual maintenance contract of the parking system as also the electricity consumed in running the system and the salary of the staff that may be employed for operating the system].
- k. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment and/or the said Parking Space(s) / slots until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- l. The Allottee shall observe and perform all the byelaws of the said Society and all the rules and regulations which the said Society may adopt from time to time and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe



and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- m. The Allottee shall not install any air conditioner units or their outdoor units [in case of split ACs] at any place other than the specific place designated by the Promoter.
- n. To comply with all provisions of the Development Agreement to the extent that they are applicable to an allottee of a Free Sale Premises [as defined therein].
- o. Till the execution of the Deed of Conveyance of the Project Land and the New Building in favour of the said Society, the Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land and the New Building or any part thereof to view and examine the state and condition thereof.
- p. The Allottee shall not change, modify, replace or alter the design / layout of the sliding windows that will be installed by the Promoter in all the windows of the said Apartment nor shall the Allottee install any box grills or any other grills on the outer side of such windows.
- q. The Allottee shall make every effort to ensure that the homogeneous appearance of the New Building from outside including the elevation and paint of the New Building is not changed in any manner.
- r. The Allottee shall not install any cords or ropes or other installations outside or in the windows of the New Building for the purpose of drying clothes.
- s. Not to encroach upon any common areas such as the passages and the lobby and not to store any belongings in the common areas such as the passages, the lobby, the staircase landing and outside the windows.
- t. The Allottee undertakes that he/she will not install any dish antennae or any other similar equipment (used either for television transmission



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or telecommunication services including internet) on the outer façade of the New Building or outside the windows of the New Building.

- u. Not to enclose any balcony or non-FSI or common area, which is not in accordance with the approved plans.
- v. To use the said Parking Space(s) only for parking cars of the Allottee.
- w. The Allottee is aware that the New Building is being constructed with deficient open space. The Allottee agrees and confirms that he/she/they is/are aware of the same and shall not raise any objection for the same at any time in future and also not object for the neighborhood development with deficient open space in future.
- x. The Allottee is aware that the Promoter has executed a Comprehensive Undertaking dated 28/04/2023 in favour of the Municipal Commissioner, Brihanmumbai Municipal Corporation in respect of construction of the New Building and the Allottee confirm that he/she/they are aware of the same and agree to abide by the conditions, to the extent applicable to the Allottee, mentioned therein.
- y. The Allottee is also aware that the car parking is through a mechanized tower parking system under valet system and agree and confirm that he/she/they are aware of the same and shall not hold anybody including BMC responsible or liable for the failure of the mechanized tower parking system.
- z. The Allottee is aware that the New Building is being constructed by utilizing the maximum permissible fungible FSI including that on the rehab component and the Allottee agrees and confirms that he/she/they are aware of the same.
- aa. The Allottee is aware that the Promoter has availed of installment facility for payments to MCGM/Government and shall duly comply with the circulars in this regard.
- bb. To abide by the terms and conditions attached to the various sanctions/permissions/NOC/Orders set out in the Recitals hereinabove and not to do any act, deed or thing in violation thereof.
- cc. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by the Promoter or Government of



Maharashtra or any statutory/public body or authority in respect of the New Building including but not restricted to the Undertaking executed by the Promoter in favour of MCGM.

dd. To maintain the external elevation of the New Building in the same form as constructed by the Promoter and shall not in any manner whatsoever put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI in the plans already approved.

ee. Not to enclose the balconies/elevation project attached to the said Apartment.

ff. Not to use the refuge areas on the New Building for any purpose whatsoever as the same is provided as a refuge in case of fire.

gg. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the New Building.

28. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and the New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the execution and registration of the Deed of Conveyance of the Project Land and the New Building in favour of the said Society.

30. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

31. BINDING EFFECT



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

32. 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 understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

33. RIGHT TO AMEND

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

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

35. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably consistent with



the purpose of this Agreement and to the extent necessary to conform to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

37. FURTHER ASSURANCES

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

38. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. Within one month after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai. The 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.

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

Name of Allottee: _____

Allottee's Address: _____

Notified Email ID: _____





M/s. MESSRS. SHREE KRISHNA HOMES PRIVATE LTD.

Promoter's Address: Sethna Manor, 6th Floor, Plot No. 369, 6th Road, Chembur,
Mumbai - 400 071

Notified Email ID: _____

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

40. JOINT ALLOTTEES

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

41. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

42. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, such dispute shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

43. 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 Mumbai courts will have the jurisdiction for this Agreement.

44. After possession of the said Apartment is offered to the Allottee, if any additions or alterations in the said Apartment or in respect of the New Building is required to be carried out by the MCGM or any government, local and/or statutory authority, the same shall be carried out by the Allottee in cooperation with the other allottees of Apartment and the said Society at their own costs and the Promoter shall not in any way be liable for the same.



45. The Allottee hereby expressly undertakes and covenants with the Promoter that the Allottee shall be entirely responsible and liable to bear the Goods and Service Tax, value added tax, service tax and any other taxes, cesses, levies or dues (by whatever name called) that may be payable (whether at present or in future) in respect of the sale of the said Apartment to the Allottee by the Promoter under this Agreement or otherwise in respect of the transaction under this Agreement. The Goods and Service Tax shall be paid by the Allottee to the Promoter who in turn shall deposit the same with the concerned government department.
46. The Promoter shall always have first lien and charge on the said Apartment agreed to be purchased by the Allottee in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement.
47. In the event of the transaction hereby recorded being subjected to any tax which is not presently leviable thereon, the burden of such tax shall have to be borne and paid by the Allottee irrespective of the provisions in this behalf contained in the statute and/or notification imposing such tax.
48. In case of failure and/or neglect on the part of the Allottee so to pay any amount payable by the Allottee to the Promoter within the time period stipulated hereunder or within the time period stipulated in the notice under which such amount is demanded by the Promoter, the Promoter in its absolute discretion may be entitled but not bound to appropriate any amount paid by the Allottee to the Promoter towards the consideration for the said Apartment as is herein recorded or towards any other amount so due to the Promoter and to treat the Allottee as defaulter in paying the agreed installment of the consideration herein recorded in which case the Promoter shall be entitled to take against the Allottee such steps as are herein stipulated in this behalf.
49. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
50. It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Apartment in terms of the prevailing law,



then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.

51. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of any amount payable by the Allottee under this Agreement. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance out of the Total Price and other amounts payable by the Allottee under this Agreement. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

52. The Promoter shall be entitled, at its costs and risk to avail of loans and credit facilities etc. from banks, financial and credit institutions and/or any other persons, inter alia, for the development of the Project Land, and on a principal-to-principal basis to create any mortgage, charge, lien, and/or other security interest over and in respect of the Free Sale Premises in the New Building except the said Apartment. In this regard, the Promoter shall be freely entitled and at liberty to sign, execute, take delivery of, and register (if required) all deeds, documents, instruments, contracts, agreements and writings, including, without limitation, mortgage deed/s, loan agreement/s etc. provided that the Promoter shall be the principal debtor and it shall be the sole liability and responsibility of the Promoter to repay such loan amounts/credit facilities with interest, costs, charges and expenses thereon.

53. It is abundantly made clear to the Allottee that if the Allottee is/ are NRI/foreign national of Indian origin, in respect of all remittances,



acquisitions/transfer of the said Apartment, it shall be his / her / their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ["FEMA"] or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Allottee understands and agree that in the event of any failure on his / her/ their part to comply with the prevailing exchange control guidelines issued by RBI they themselves shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee agree(s) to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

54. The Promoter shall always have the right to permanently install/display two plaques or signage each of two (2) square meters size, at the entrances and/or on the compound wall and/or on the top-most terrace of the New Building publicizing/promoting the name of the New Building and the Promoter.

55. The Promoter shall preserve, maintain and handover the following documents to the said Society within 90 days of its formation. The said Society and its members including the Allottee herein shall preserve and maintain the same as well as subsequent periodical structural audit reports and repair history and shall check and carry out fire safety audit from time to time as per the requirement of C.F.O. through the authorized agencies of M.C.G.M.

- i) Ownership documents.
- ii) Copies of IOD, C.C. subsequent amendments, O.C., B.C.C. and corresponding canvas mounted plans.
- iii) Copies of soil investigation reports.
- iv) RCC details and canvas mounted structural drawings.
- v) Structural Stability Certificate from Licensed Structural Engineer.
- vi) Supervision certificate issued by the Licensed Site Supervisor
- vii) Building completion certificate issued by Licensed Surveyor/Architect
- viii) NOC and completion certificate issued by the C.F.O.



ix) Fire safety audit carried out as per the requirement of C.F.O.

56. The Promoter is required under the said Act to have the New Building insured by an insurance company. The Allottee is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

FIRST SCHEDULE ABOVE REFERRED TO

[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT piece or parcel of land admeasuring 687.5 square metres as per the City Survey Property Register Card bearing Plot No. 215-216A of Suburban Scheme No. III of Chembur and C.T.S. No. 1031 of village Chembur along with the building named 'Suyog' having ground and two upper floors and one closed garage standing thereon [now demolished], which property is situate lying and being at D. K. Sandu Marg, Chembur in Greater Bombay in the Registration District and Sub-District of Bombay Suburban, which land is bounded as follows:-

On or towards North:	By land bearing Plot No. 203 of Suburban Scheme No. III of Chembur;
On or towards South:	By land bearing Plot No. 215-216B of Suburban Scheme No. III of Chembur,
On or towards East:	By land bearing Plot No. 214 of Suburban Scheme No. III of Chembur, and
On or towards West:	By the D. K. Sandu Marg

SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID APARTMENT)

Flat No. _____ having carpet area of _____ sq.ft. [which is calculated as per the method prescribed under the Real Estate (Regulation and Development) Act, 2016]



being on the ___ floor of the New Building which is being constructed on the Land described in the First Schedule above, which flat is delineated in red colour on the floor plan of the said Building at **Annexure G** hereto and _____ car parking spaces in the mechanized tower parking under proposed valet system in the New Building / ___ car parking spaces in the stilt bearing No. ___ at the ground floor level.

THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS AND FACILITIES)

- i. Open compound
- ii. Society office
- iii. Entrance lobby and foyer of the New Building.
- iv. Staircase of the New Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- v. The landing is limited for the use of the residents of the Apartments located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- vi. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- vii. Overhead water tanks and one number of underground water tank of adequate capacity with water pumps connected with overhead water tanks.
- viii. Security cabin
- ix. Common servants toilet on the ground floor
- x. Common Terrace above the topmost floor of the building.
- xi. Elevators

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
 BY THE WITHINNAMED PROMOTER,)
SHREE KRISHNA HOMES PRIVATE LTD.)
 Through its below named Directors, who)
 have been authorized to sign this Agreement)
 pursuant to resolution passed at a)
 meeting of the Board of Directors held on)

MR. SUNDEEP ANAND JAGASIA



In the presence of:

)
)
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)
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)
)

SIGNED SEALED AND DELIVERED

)

By the withinnamed **ALLOTTEE**

)

)

In the presence of

)



RECEIPT

RECEIVED the day and year first hereinabove written of and from the within-named Allottee the sum of Rs. _____/- (Rupees _____ only) towards purchase of the said Apartment as set out in this Agreement by the following instruments [out of which Rs. 5,00,000/- is earnest money deposit and Rs. _____/- is part payment of purchase price]:

Cheque issued by	Date	Cheque No.	Bank	Amount (Rs.)
Total				

WE SAY RECEIVED

FOR M/S. SHREE KRISHNA HOMES PRIVATE LTD.



MR. SUNDEEP ANAND JAGASIA



Director

Witness:

1. _____

2. _____

Annexure A- A copy of the City Survey Property Register Card in respect of the said Land

Annexure B Intimation of Disapproval dated 10/05/2023 bearing No. P-16333/2023/(1031)/M/W Ward/CHEMBUR-W/337/1/New

Annexure C Full commencement certificate dated _____ bearing No. _____

Annexure D- A copy of the Maharashtra Real Estate Regulatory Authority registration certificate under registration No. _____

Annexure E -Photocopy of the Certificate of Title issued by Advocate Amol Kishor Tembe dated 15th April 2023.

Annexure F-The authenticated copies of the plans of the Layout as approved by the MCGM

Annexure G A copy of the floor plan of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the MCGM

Annexure H- 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 New Building and the Apartment

