DRAFT WITH PREJUDICE

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai on this _____ day of _____ in the Christian Year **TWO THOUSAND _____** between **M/S. KRISHNA DEVELOPERS**, a registered partnership firm incorporated under the Indian Partnership Act, 1932, having its principal place of business at **Metro Chambers, 3rd & 4th Floor, Plot No.137AB, Kandivali Co-op. Govt. Ind. Estate Ltd., Charkop, Kandivali (West), Mumbai - 400 067**, hereinafter referred to as **"the OWNER/ DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include partners of the said firm for the time being and time to time, the survivor or survivors of them, heirs, representatives, nominees, executors and administrators of the last surviving partner and their/his permitted assigns) of the **ONE PART**

AND

(1) (PAN :) AND

(2) (PAN :), both adults Indian Inhabitant/s of Mumbai, having their address as _____

_____,

hereinafter referred to as **"the ALLOTEES"** (which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART.** The Owner/Developer and the Purchaser/s are hereinafter collectively referred to as the "**parties**" and individually referred to as a "**Party**".

W H E R E A S :

1) By and under a Deed of Conveyance dated 1st June 1954 entered into between one Atmaswarup Shivdattaray, as the Vendor of the One Part and Amrutlal Popatlal Oza, as the Purchaser of the Other Part, the Vendor therein, sold, transferred and conveyed unto the Purchaser therein, property being all that piece and parcel of land and ground admeasuring 414.40 square meters or thereabouts, bearing Survey Nos- 370 to 374, CTS No. 975 of Revenue Village Pahadi Goregaon West, Taluka-Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("said Land") for the consideration and on the terms and conditions therein recorded. Pursuant to the application made by the aforesaid Mr. Amrutlal Popatlal Oza, the name of Mr. Amrutlal Popatlal Oza (hereinafter referred to as "the said Amrutlal") was updated in the revenue records, as the owner/holder of the said Land.

2) Thereafter, on or about 22nd August 1962, the said Amrutlal, died intestate leaving behind him, his wife, Smt. Ajwalibai Amrutlal Oza, (who subsequently died intestate on 24th November 1968) and his son Mr. Vinaykumar Amrutlal Oza, as his only legal heir and legal representative as per provisions of the law, by which he was governed at the time of his demise.

3) Thereafter, on or about 1st August 1989, Mr. Vinaykumar Amrutlal Oza, died intestate leaving behind him, his wife Vasantiben Vinaykumar Oza, (who died

intestate on 5th August 1989) and his son Mr. Ashok Vinaykumar Oza, as his only legal heir and legal representative according to the provisions of the law, by which he was governed at the time of his demise;

4) In the circumstances aforesaid, Mr. Ashok Vinaykumar Oza, being the only surviving legal heir and legal representative of (i) the said Late Amrutlal, (ii) Smt. Ajwalibai Amrutlal Oza (iii) Mr. Vinaykumar Amrutlal Oza and (iv) Vasantiben Vinay Oza, became entitled to the said Land.

5) WHEREAS by a Conveyance dated 19th May 2006 made and executed between Mr. Ashok Vinaykumar Oza being the Vendor therein referred to of the One Part and Mr.Amish Vijay Desai and Mr.Shyam Biharilal Gehani being the Purchasers therein referred to of the Other Part and registered with the office of the Sub-registrar of Assurances at Borivali (2) under serial no. **BDR-5-4313 of 2006** ("the 2006 Conveyance"), the said Mr. Ashok Vinaykumar Oza sold, granted, transferred, conveyed and assured unto the Purchasers therein, property being all that piece and parcel of land and ground admeasuring 414.4 square meters or thereabouts, bearing Survey Nos-370 to 374, CTS No. 975 of Village Pahadi Goregaon West, Taluka-Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("said Land") along with a structure standing thereon known as 'AMAR BHAVAN' comprising of ground plus two upper floors, containing 12 residential flats/tenements occupied by 12 tenants ("said Structure"), for the consideration and upon the terms and conditions as more particularly recorded in the 2006 Conveyance. A copy of the Index-II of the 2006 Conveyance is annexed hereto as **Annexure-"1"**. The said Land and the said Structure shall hereinafter collectively be referred to as "said Property" which is more particularly described in the First Schedule hereunder written;

6) Whereas by their letter dated 1st July 2006, the Vendors applied to the City Survey officer, Goregaon, Mumbai to mutate their name in the relevant property card pertaining to the said land and the City Survey officer accordingly mutated the names of the Vendors therein in the relevant property card in respect of the said Land.

7) WHEREAS by a Deed of Conveyance dated **13th October, 2021** made and executed between MR.AMISH VIJAY DESAI AND MR.SHYAM BIHARILAL GEHANI being the Vendors therein referred to of the One Part and M/S KRISHNA DEVELOPERS a registered partnership firm through its partners 1) KETAN CHHAGANLAL PATEL, 2) HITEN KIRAN KOTHARI, 3) PRANAV HARESH UPADHYAY AND 4) AMISH VIJAY KUMAR DESAI being the Purchasers therein referred to of the Other part and registered with the office of the Sub-registrar of Assurances at Borivali (6) under serial no. **BRL6-15149 of 2021** ("the 2021 Deed of Conveyance"), the said Mr. Amish Vijay Desai and Mr. Shyam Biharilal Gehani sold, granted, transferred, conveyed and assured unto the Purchasers therein, property being all that piece and parcel of land and ground admeasuring 414.4 square meters or thereabouts, bearing Survey Nos-370 to 374, CTS No. 975 of Revenue Village Pahadi Goregaon West, Taluka-Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("said Land") along with a structure standing thereon known as 'AMAR BHAVAN' comprising of ground plus two upper floors, containing 12 residential flats/tenements occupied by 12 tenants ("said Structure"), for the consideration and upon the terms and conditions as more particularly recorded in the 2021 Conveyance. A copy of the Index-II of the 2021 Conveyance is annexed hereto as **Annexure-"2"**. The said Land and the said Structure shall hereinafter collectively

be referred to as “said Property” which is more particularly described in the First Schedule hereunder written;

8) Whereas by their letter dated **27th October, 2022**, the Vendors applied to the City Survey officer, Goregaon, Mumbai to mutate their name in the relevant property card pertaining to the said land and the City Survey officer accordingly mutated the names of the Vendors therein in the relevant property card in respect of the said Land. Hereto annexed and marked as **Annexure-“3”** is a copy of the latest Property Card in respect of the said Land, reflecting the names of the Vendors as the owners thereof;

9) WHEREAS the (Owner/Developer) (hereinafter referred to as **‘the said Owner/Developers**’) are the absolute owners of the immovable property being all that piece and parcel of land and ground admeasuring 414.40 Sq. Mtrs. or thereabouts, bearing Survey No.-370 to 374, CTS No. 975, along with a structure standing thereon known as ‘AMAR BHAVAN’ (hereinafter referred to as ‘said Structure’) situate, lying and being at Nadiadwala Colony No.2, Malad (W), Mumbai- 400 064 in Village Pahadi Goregaon West, Taluka-Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as ‘said Land’) comprising of ground plus two upper floors and comprising of 12 tenements occupied by 12 tenants. Hereto annexed and marked as **Annexure-“4”** is the details of existing 12 Tenants with their respective existing areas occupied by them. The said Land and the said Structure shall hereinafter collectively be referred to as **“said Property”** which is more particularly described in the **First Schedule** hereunder written;

10) The Parties hereto agree and confirm that the said Structure is dilapidated, unfit for human habitation and beyond repairs and as such the said structure is required

to be urgently vacated and pulled down. All the Tenants have represented to the Owner/Developer that as and when required all the tenants shall render their co-operation to the Owner/Developer to vacate the said flat and structure for demolition upon obtaining I.O.D. (Intimation of Disapproval) from the BMC;

11) All the Tenants of the building have approached the Owner/Developer and has offered to surrender the physical possession of the Tenanted Premises (as defined hereinafter) to the Owner/Developer and has requested the Owner/Developer to reconstruct a new building on the said Land by utilizing the entire permissible FSI available under the law from time to time and have mutually agreed to allow the Owner/Developer to develop the said Property by demolishing the said structure standing on the said Land by constructing a new R.C.C. building thereon as per the provisions of applicable laws (hereinafter referred to as 'the said New Building').

12) By an Agreement for Allotment of Permanent Alternate Accommodation entered into between the Owner/Developer of the One Part and Tenants of the Other Part and as per mutual understanding and agreement between the parties thereto, the said Owner/Developer have agreed to give and allot to all the 12 Tenants, self-contained flats on ownership basis in the proposed new Building, to be constructed on the said property as and by way of Permanent Alternate Accommodation free of costs in lieu of the said existing tenanted premises then in occupation of the Tenants in the said old Amar Bhavan Building. In the said Agreement for Allotment of Permanent Alternate Accommodation, it was agreed between the parties and as condition precedent, the said Owner/Developer after completion of construction of new building known as **"DISHA DARSHAN"** and upon obtaining Occupation Certificate of the new building from Municipal Corporation of Greater Mumbai and giving possession of the new flats in the said

new building to the Tenants, the said Owner/Developer shall execute Agreement for Permanent Alternate Accommodation with the Tenants by incorporating all the terms and conditions recorded therein and register the same.

13) The owner/developer have obtained permission, IOD and Sanction Plan bearing no. **P-9370/2021/(975)/P/N Ward/PAHADI GOREGAON-W/IOD/1/New** dated **06/12/2022** and subsequently **IOD NO. P-9370/2021/(975)/P/N WARD/PAHADI GOREGAON-W/337/1 AMEND DATED 10.08.2023** from the Municipal Corporation of Greater Mumbai for construction of New Building and redevelopment of the said property. All the tenants of the building have seen and inspected the original copy of IOD and Sanction Plan and other necessary documents and satisfied with the same. Hereto annexed and marked as **Annexure-"5"** is the copy of the said IOD (Intimation of Disapproval). The Owner/Developer are entitled for amendment of the said sanction plan if required;

14) The said Owner/Developer after taking possession of said 12 flats from the existing tenants of the building demolished the said old building and upon obtaining commencement certificate (C.C.) started construction of the new building on the said property as per said IOD and Sanction Plan of BMC from the Municipal Corporation of Greater Mumbai. Hereto annexed and marked as **Annexure-"6"** is the copy of Commencement Certificate dated 27/02/2023 and subsequently dated 05/09/2023.

15) AND WHEREAS the Owner/Developer are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

16) AND WHEREAS the Owner/Developer is in possession of the project land.

17) AND WHEREAS the owner/developer has proposed to construct building on the project land consisting of Stilt+9 (Nine) upper floors.

18) AND WHEREAS the Allottees are offered a flat bearing number _____ on the _____ floor, admeasuring _____ Sq. fts. RERA Carpet area (herein after referred to as the said "flat") in the building to be constructed by the Owner/Developer.

19) AND WHEREAS the owner/developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

20) AND WHEREAS the owner/developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No. _____ Authenticated copy is **attached. (Annexed herewith as Annexure "7" is the copy of RERA Certificate).**

21) AND WHEREAS the owner/developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Owner/Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

22) AND WHEREAS by virtue of the aforesaid Conveyance the Owner/Developer has sole and exclusive right to sell all the flats in the said new building to be constructed by the Owner/Developer on the project land and to enter into Agreement/s with the allottees(s)/s of the said flats in the new building and to receive the sale consideration in respect thereof.

23) AND WHEREAS on demand from the allottees, the Owner/Developer has given inspection to the Allottees of all the documents of title relating to the project land

and the plans, designs and specifications prepared by the Owner/Developer's Architects Mr. Jay Hitesh Solanki and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

24) AND WHEREAS the authenticated copies of Certificate of Title issued by an advocate of the Owner/Developer, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Owner/Developer to the project land on which the building is constructed or are to be constructed have been annexed hereto.

25) AND WHEREAS the authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto. **(Annexed herewith as Annexure "8" is the copy of Approved plan).**

26) AND WHEREAS the authenticated copies of the plans as proposed by the Owner/Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto. **(Annexed herewith as Annexure "9" is the copy of floor plan).**

27) AND WHEREAS the authenticated copies of the plans and specifications of the building agreed to be purchased by the Allottees, as sanctioned and approved by the local authority have been annexed.

28) AND WHEREAS the Owner/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate of the said Building.

29) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

30) AND WHEREAS the Owner/Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

31) AND WHEREAS the Allottee has applied to the Owner/Developer for allotment of a Flat No._____ on ____ floor in the building to be constructed on the said plot.

32) AND WHEREAS the carpet area of the said flat is _____ square meters and "carpet area" means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the flat.

33) AND WHEREAS the parties relying on the confirmations, representations, and assurances of each other to faithfully abide by 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.

34) AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Owner/Developer a sum of Rs._____ (Rs.____ Only), being part payment of the sale consideration of the flat agreed to be sold by the Owner/Developer to the Allottee as advance payment or application fee (the

payment and receipt whereof the Owner/Developer both hereby admit and acknowledge) and the Allottee has agreed to pay to the Owner/Developer the balance of the sale consideration in the manner hereinafter appearing.

35) AND WHEREAS, under section 13 of the said Act the Owner/Developer is required to execute a written Agreement for sale of said flat with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

36) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the Parties, the Owner/Developer hereby agrees to sell and the Allottees hereby agrees to purchase the (flat) and a covered parking (if applicable).

37) The carpet area calculated as per the RERA, calculated with internal walls in the carpet area.

38) The parties hereto, therefore, are desirous of recording the said terms and conditions in the manner hereinafter appearing:-

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Owner/Developer shall construct the said building consisting of Stilt + 9 (Nine) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Owner/Developer shall have to obtain prior consent in writing of the Allottees/s in respect of variations or modifications which may adversely

affect the flat of the Allottees except any alteration or addition required by any Government Authorities or due to change in law.

1(a) **(i)** The Allottees hereby agrees to purchase from the Owner/Developer and the Owner/Developer hereby agrees to sell to the Allottees flat bearing No. _____ on the _____ floor, admeasuring _____ Sq. fts. RERA Carpet area (hereinafter referred to as "the flat") as shown in the Floor Plan thereof hereto annexed and marked **Annexure-"9"** for the consideration of Rs. _____/- (Rupees _____ Only) 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 Second Schedule annexed herewith. (The price of the flat including the proportionate price of the common areas, facilities should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Owner/Developer and the Owner/Developer hereby agrees to sell to the Allottee covered parking space bearing no._____ situated at _____ stilt being constructed in the layout for the consideration of Rs._____.

1(b) The total aggregate consideration amount for the flat including covered parking space is thus Rs. _____/- (Rupees _____ Only).

1(c) The Allottee hereby agrees to pay to the Owner/Developer the amount which shall be paid in the following manner : -

i. Amount of Rs. _____/- (10% of the total consideration) to be paid to the Owner/Developer on or before the execution of these presents as Earnest Money.

ii. Amount of Rs. _____/- (25% of the total consideration) to be paid to the Owner/Developer on completion of the plinth of the said building.

iii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the first slab of the proposed building.

iv. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the second slab of the proposed building.

v. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the third slab of the proposed building.

vi. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the fourth slab of the proposed building.

vii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the fifth slab of the proposed building.

viii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the Sixth slab of the proposed building.

ix. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the seventh slab (terrace slab) of the proposed building.

x. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the eighth slab of the proposed building.

xi. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the ninth slab of the proposed building.

xii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the tenth slab of the proposed building.

xiii. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the walls, internal plaster, floorings doors and windows of the said flat.

xiv. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the sanitary fittings, staircases, lifts, wells, lobbies upto floor level of the said flat.

xv. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat is located.

xvi. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and plinth protection, etc.

xvii. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer at the time of handing over of the possession of the flat to the Allottees on or after receipt of occupation certificate.

xviii. The allottees shall directly pay the TDS from their consideration to the concerned regulatory authority as per the provisions of the Income Tax Act, 1961 within Seven (7) days from the date of Payment.

xix. As per the provisions of section 194-IA read with rule 30 and 31A of the Income Tax Act, 1961 the allottees are liable to deduct tax as per the prevailing rates on the total value of consideration and shall pay the same to the government treasury. The said amount paid by the allottees will be part of the total sale consideration.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Developer by way of GST and Cess or any other similar taxes / levies which may be levied, in connection with the construction of and carrying out the project payable by the Owner/Developer) up to the date of handing over the possession of the flat.

1(e) The Total Price is escalation free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Government Bodies/ Government from time to time. The Owner/Developer undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

1(f) The Owner/Developer may allow, in its sole directions, a rebate for early payments of equal installments payable by the Allottees by discounting such early payments @ 1% per annum for the period by which the respective installment has been pre-pond. The provision for allowing rebate and such rate of rebate shall not

be subject to any revision/ withdrawal, once granted to Allottees by the Owner/Developer.

1(g) The Owner/Developer shall confirm the final carpet area that has been allotted to the Allottees after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the carpet area within the defined limit then Owner/Developer shall refund the excess money paid by Allottees within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Owner/Developer shall demand additional amount from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in the Clause 1(a) of this agreement.

1(h) The Allottees authorizes the Owner/Developer to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Owner/Developer may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Owner/Developer to adjust his payments in any manner.

2.1 The Owner/Developer hereby agrees to observe, perform, and comply with all 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 flat to the Allottees,

obtain from the concerned local authority occupancy and/or completion certificates in respect of the said building.

2.2 Time is essence for the Owner/Developer as well as the Allottees. The Owner/Developer shall abide by the time schedule for completing the project and handing over the flat to the Allottees and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Developer as mentioned herein above. ("Payment Plan/Schedule").

3. That the Owner/Developer has paid the requisite premium/charges to the concern authority pertaining to the deficiency in open space, parking premium, staircase premium and other premium, etc. as per the DC Rules and obtained the necessary permissions pertaining to the building.

4. The Owner/Developer hereby declares that they shall consume entire Floor Space Index/TDR available as on date in respect of the property on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner/Developer has disclosed the Total Floor Space Index of **1118.25 Sq. mtrs.** as proposed to be utilized by him on the project land in the said Project and Allottees has agreed to purchase the said flat based on the proposed construction

and sale of flat to be carried out by the Owner/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Developer only.

4.1 If the Owner/Developer fails to abide by the time schedule for completing the project and handing over the [flat] to the Allottees, the Owner/Developer agrees to pay to the Allottees, who does not intend to withdraw from the project, interest @ SBI's MCLR rate plus 2%, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Owner/Developer interest @ SBI's MCLR rate plus 2%, on all the delayed payment which become due and payable by the Allottees to the Owner/Developer under the terms of this Agreement from the date the said amount is payable by the allottees (s) to the Owner/Developer.

4.2 Without prejudice to the right of Owner/Developer to charge interest in terms of sub clause 4.1 above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Owner/Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottees committing three defaults of payment of installments, the Owner/Developer shall at his own option, may terminate this Agreement:

Provided that, Owner/Developer shall give notice of fifteen (15) days in writing to the Allottees, by Registered Post AD at the address provided by the allottees and mail at the e-mail address provided by the Allottees, 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 Allottees fails to

rectify the breach or breaches mentioned by the Owner/Developer within the period of notice then at the end of such notice period, Owner/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Developer shall refund to the Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/Developer) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottees to the Owner/Developer.

5. The fixtures and fitting with regard to the flooring and sanitary fitting and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Owner/Developer in the said building and the flat.

6. The Owner/Developer shall give possession of the flat to the Allottees on or before **31/03/2025**. If the Owner/Developer fails or neglects to give possession of the flat to the Allottees on account of reasons beyond his control and of his agents by the aforesaid date then the Owner/Developer shall be liable on demand to refund to the Allottees the amounts already received by him in respect of the flat with interest at the same rate as may mentioned in the clause hereinabove from the date the Owner/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner/Developer shall be entitled to reasonable extension of time for giving delivery of flat on the Aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of -

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

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

7.1 **PROCEDURE FOR TAKING POSSESSION** - The Owner/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per agreement shall offer in writing the possession of the (flat), to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Owner/Developer shall be given possession of the (flat) to the Allottees. The Owner/Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Developer. The Allottees agree(s) to pay the maintenance charges as determined by the Owner/Developer. The Owner/Developer on its behalf shall offer the possession to the Allottees in writing within seven (7) days of receiving the occupancy certificate of the Project.

7.2 The Allottees shall take possession of the flat within fifteen (15) days of the written notice from the Owner/Developer to the Allottees intimating that the said flat are ready for use and occupancy:

7.3 **Failure of Allottees to take Possession of Flat :** Upon receiving a written intimation from the Owner/Developer, the Allottees shall take possession of the flat from the Owner/Developer by executing necessary indemnities, undertakings

and such other documentation as prescribed in this Agreement, and the Owner/Developer shall give possession of the flat to the allottees. In case the Allottees fails to take possession within the time upon such circumstances such Allottees shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of Five (5) years from the date of handing over the flat to the Allottees, the Allottees brings to the notice of the Owner/Developer any structural defect in the flat or 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 Owner/Developer at his own cost and in case it is not possible to rectify such defect, then the Allottees shall be entitled to receive from the Owner/Developer, compensation for such defect in the manner as provided under the Act.

8. The Allottees shall use the flat or any part thereof or permit the same to be used only for purpose of residence.

9. The Owner/Developer shall start the process of registering the society within three months from the date when more than 51% allottees book their flats in the new residential building to be constructed on the said plot. The Allottee along with others allottee(s) of Flats in the new building shall join in forming and registering the society to be known as **"DISHA DARSHAN"** and for this purpose from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society and becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Owner/Developer within seven days of the same being forwarded by the Owner/Developer to the

Allotee(s), so as to enable the Owner/Developer to register the common organization of Allottee. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Owner/Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said flat is situated.

9.2 The Owner/Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building is constructed.

9.3 Within 15 days after notice in writing is given by the Owner/Developer to the Allottee that the Flat 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 Flat) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building.

Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Owner/Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Owner/Developer provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Owner/Developer shall not carry any interest and remain with the Owner/Developer until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Owner/Developer to the Society or the Limited Company, as the case may be.

10. The Allottees shall on or before delivery of possession of the said premises keep deposited with the Owner/Developer, the following amounts;

Sr. No.	**Amount**	**Particular**
(i)	Rs._____/-	for share money, application entrance fee of the Society.
(ii)	Rs. _____/-	for formation and registration of the Society
(iii)	Rs. _____/-	for proportionate share of taxes and other charges/levies in respect of the Society
(iv)	Rs. _____/-	for deposit towards provisional monthly contribution towards outgoings of Society
(v)	Rs. _____/-	For Deposit towards Water, Electric, and other utility and services connection charges &
(vi)	Rs. _____/-	for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Owner/Developer a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner/Developer 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 conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building, the Allottee shall pay to the Owner/Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Owner/Developer.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

The Owner/Developer hereby represents and warrants to the Allottees as follows:

i. The Owner/Developer has clear and marketable title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.

ii. The Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. There are no litigations pending before any court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/ wing are valid and

subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land building/wing shall be obtained by following due process of law and the Owner/Developer has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, Building/ wing and common areas.

vi. The Owner/Developer 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 Allottees created herein, may prejudicially be affected.

vii. The Owner/Developer has not entered into any agreement for sale and/or development agreement or other agreement/ arrangement with any person or party with respect to the project land, including the project and the said flat which will, in any manner, affect the rights of Allottees under this agreement.

viii. The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said flat to the Allottees in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Owner/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Owner/Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottees/s or himself/herself/themselves with intention to bring all the persons into whosoever hands the flat may come, hereby covenants with the Owner/Developer as follows :-

i. To maintain the flat at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the flat 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 flat 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 flat is situated, and in case any damages is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said flat and to maintain the flat in the same condition, state and order in which it was delivered by the Owner/Developer to the Allottees and shall not do or suffer

to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat 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 flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Owner/Developer and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants/society of the building in the jurisdiction of MCGM.

viii. Pay to the Owner/Developer within fifteen days of demand by the Owner/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.

ix. 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 flat by the Allottees for any purposes other than for purpose for which it is sold.

x. The Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the Allottees to the Owner/Developer under this Agreement are fully paid up.

xi. The Allottees shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flat 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 Allottees shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Owner/Developer 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.

15. The Owner/Developer after registration of this Agreement shall submit the copy of the registered Agreement for Sale and other legal documents to the society and thereafter, the society in their meeting shall adjudicate the application presented by the Owner/Developer and accordingly, will admit such allottees/s as members of the Society as provided under the Maharashtra Co-operative Societies Act. The Owner/Developer undertakes that each and every new allottees/s/purchaser/s shall become the member/s of the Society.

16. The allottees/s shall be liable to pay to the society the necessary transfer fees and membership fees to the society as per the provisions of the bye laws of the society.

17. The Owner/Developer shall maintain a separate account in respect of sums received by the Owner/Developer from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. That it is agreed by and between the parties herein that the developer and their concerned Architect/License Surveyor shall compile and preserve the following documents pertaining to the said property;

a. Ownership documents

b. Copies of I.O.D., subsequent amendments, Commencement Certificate, Occupation Certificate, Building Completion Certificate and corresponding canvas mounted plans.

c. Copies of soil investigation report

d. RCC details and canvas mounted structural drawings

e. Structural stability certificate from License Structural Engineer, Structural Audit Report.

f. All details of repairs carried out in the buildings.

g. Supervision certificate issued by License Site Supervisor

h. Building Completion Certificate issued by License Surveyor/Architect

i. NOC and Competencies Certificate issued by C.F.O.

j. Fire safety audit carried out as per the requirements of C.F.O.

For incorporating remaining existing tenants in future amendments the above documents shall be handed over to the end user/prospective society within the period of 30 (thirty) days in case of redevelopment of properties and in other cases within 90 (ninety) days after granting of Occupation Certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per the requirements of C.F.O.

19. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner/Developer executes this Agreement, he shall not mortgage or create a charge on the flat 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 Allottees who has taken or agreed to take such flat.

20. BINDING EFFECT

Forwarding this Agreement to the allottees by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Allottees until, firstly, the Allottees 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 Allottees and Secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Owner/Developer. If the Allottees(s) fails to execute and deliver to the Owner/Developer this Agreement within 30 days from the date of its receipt by the Allottees and /or appear before the Sub- Registrar for its registration as and when intimated by the Owner/Developer, then the Owner/Developer shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottees in connection therewith including the booking amount shall be returned to the Allottees by deducting the necessary cost thereof.

21. That the allottees is aware that the Owner/Developer is providing space for health club for the physical fitness of the members of the society as per the prevailing M.C.G.M. norms and the society will manage the said health club as per their prerequisites and the allottees shall undertake to follow the same.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 regards to the said flat, as the case may be.

23. RIGHT TO AMEND

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

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

25. SEVERABILITY

If any provisions of this Agreement shall be determined to be void or unenforceable under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees(s) in Project, the same shall be in

proportion to the carpet area of the flat to the total carpet area of all the flat in the Project.

27. FUTHER 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.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner/Developer through its authorized signatory at the Owner/Developer's Office, or at some other place, which may be mutually agreed between the Owner/Developer and the Allottees, in Mumbai after the Agreement is duly executed by the Allottees and the Owner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of Sub- Registrar. Hence this Agreement shall be deemed to have been executed at M.S.D.

29. The Allottees and /or Owner/Developer shall present this Agreement at the proper registration office and the Owner/Developer will attend such office and admit execution thereof.

30. The Owner/Developer and the allottees required to quote their individual permanent account numbers as provided for under Rule 114B (a) for compliance with the provisions of section 139A (5) (c) of the Income Tax Act, 1961 and

Permanent Account Numbers as allotted by the Income Tax Department have been reproduced as follows;

NAME	PARTICULAR	PAN NO.
M/S. KRISHNA DEVELOPERS	**OWNER/DEVELOPER**	**AAXFK6745M**
_____	**ALLOTTEES**	_____
_____	**ALLOTTEES**	_____

31. That all notices to be served on the Allottees and the Owner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Owner/Developer by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottees:

_____,

_____,

_____,

_____.

(Allottees' Address)

Notified Email ID: _____

Mobile No. _____

Name of the Owner/Developer

M/S. KRISHNA DEVELOPERS

Metro Chambers, 3rd & 4th Floor, Plot No.137AB,

Kandivali Co-op.Govt.Ind.Estate Ltd., Charkopt,

Kandivali (West), Mumbai-4000067

Notified Email ID: kirankothari61@gmail.com

It shall be the duty of the Allottees and the Owner/Developer 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 Owner/Developer or the Allottees, as the case may be.

32. ALLOTMENT OF FIRST FLOOR

It has been expressly agreed by and between the parties hereto, as also the allottees and purchasers and acquirers of the different flats in the said new building that the entire first floor of to be newly constructed building known as **"DISHA DARSHAN"** has been allotted to **"SHREE NADIAD WALA COLONY SHWETAMBER MURTIPUJAK JAIN SANGH**" registered under Maharashtra Public Trust Act, 1950 with Charity Commissioner having Registration Certificate No.: E-28649 Mumbai dated 18/04/2012 (hereinafter referred to as "Trust").

The purchaser/s to this agreement hereby agree and confirm that the trust is permitted by the developer to carry on its activities and functions in above entire first floor as mentioned above and for that purpose, the trust and the members of the Jain Sangh and followers thereof are also permitted to use the passage on the ground floor nearby the staircase.

It is agreed by and between the parties hereto that they and the future buyer or occupant of their premises shall never take any objection and shall never complain any such activities of the Trust as mentioned above to any authority or department whatsoever. In future when the society is formed then the members of the society or the society itself will also not take any objection and will not lodge

any complain to any authority or any department for any of the activities of the Trust.

33. JOINT ALLOTTEES:- That in case there are Joint Allottees all communications shall be sent by the Owner/Developer to the Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. STAMP DUTY AND REGISTRATION:- The charges towards stamp duty and Registration, on this Agreement shall be borne by the Allottees.

35. TAXES: The charges towards G.S.T. and any other levies as applicable from time to time on this Agreement shall be borne by the allottees.

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

37. 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 laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

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

THE **FIRST SCHEDULE** ABOVE REFERRED TO:

All that piece and parcel of land and ground admeasuring 414.40 square meters or thereabouts, bearing Survey Nos. 370 to 374, CTS No. 975, along with a structure standing thereon known as **'AMAR BHAVAN'** comprising of ground plus two upper floors and comprising of 12 tenements situate, lying and being at Nadiadwala Colony No.2, Malad (W), Mumbai- 400 064 in Revenue Village Pahadi, Taluka- Goregaon, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded by, that is to say:

THE SECOND SCHEDULE OF THE SAID FLAT

A Residential Flat being Flat No.___ situated on ___ Floor admeasuring about ___ **Sq. Meters (RERA carpet area)** (including Fungible FSI and Door Jams Area) in the new building which is to be constructed on the bearing Survey Nos. 370 to 374, CTS No. 975, structure known as **"DISHA DARSHAN"** previously known as **'AMAR BHAVAN'** situate, lying and being at Nadiadwala Colony No.2, Malad (W), Mumbai- 400 064;

SIGNED SEALED AND DELIVERED by

the within named promoter

M/S. KRISHNA DEVELOPERS

through its authorized Partner

MR. _____

PAN NO. AAXFK6745M

Photo	**L.H.T.I.**	**Signature**

SIGNED SEALED AND DELIVERED by

the within named allottees

_____

PAN NO.

Photo	**L.H.T.I.**	**Signature**

In the presence of….

1.

2.

XXX===XXX===XXX

Receipt

We, **M/S. KRISHNA DEVELOPERS** through its authorized Partner **MR. _____** (the Promoter) do hereby admit and acknowledge receipt of an amount of Rs. _____/- (Rupees _____ Only) has been paid by _____, towards part payment in respect of sale of the Flat bearing No. _____ on the _____ floor, admeasuring about _____ sq. fts. RERA carpet area, alongwith the one car parking space in the proposed building namely **"DISHA DARSHAN"**, situated at Nadiadwala Colony No.2, Malad (W), Mumbai- 400 064, bearing Survey Nos. 370 to 374, CTS No. 975, in Revenue Village Pahadi, Taluka- Goregaon, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban **in the following manners;**

1) Rs. _____/- (Rupees _____ Only) has been paid by cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ branch.

2) Rs. _____/- (Rupees _____ Only) will be paid by the allottees towards the TDS from the consideration to the concerned regulatory authority as per the provisions of the Income Tax Act, 1961.

We say Received
M/s. KRISHNA DEVELOPERS
through its authorized Partner
MR. _____
(The Promoter)

Place**: Mumbai**
Date: