

MODEL FORMATE

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai, on this _____ Day of _____ **TWO THOUSAND AND NINETEEN.**

BETWEEN

M/S SHREE AKSHAY HOUSING, (PAN NO.ACDFS3262P) a partnership firm, duly incorporated under the provisions of Indian Partnership Act, 1932, having its registered office at 601, 6th Floor, Guru Ganesh CHS, Behind C. D. Deshmukh Garden, Mahatma Phule Cross Road, Mulund (East), Mumbai 400 081 and also at 604, 6th Floor, Ratan Galaxy, J. N. Road, Mulund (West), Mumbai-400 080, through its Partner **Mr. Nandkishor Anant Gawade**, Indian Inhabitant, hereinafter referred to as the **“PROMOTER”**(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include partners of the firm for the time being and heirs, executors and administrators of last surviving partner) of the **First Part.**

AND

_____, (**PAN** _____), age _____ years, of Indian Inhabitant, having his/her/their address at _____ hereinafter referred to as **“ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual/s his/her/their (respective) heirs, executors, administrators and assigns, in the case of a partnership firm the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors, administrators and assigns of the last surviving partner and in the case of a company its successors and assigns) of the **Other Part.**

The PROMOTER and the ALLOTTEE/s are hereinafter individually referred to as the "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. State of Maharashtra is owner of inter-alia all that pieces or parcels of land bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) aggregately admeasuring 4556 sq. meters as per PR Card or approximately the same is subject to change as per the demarcation to be carried out by The City Survey office as per the law situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080 out of which the present Project is in respect of area admeasuring 4556 square meters of land owned by the State of Maharashtra bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080 more particularly described in the **Schedule** hereunder written and shown in red colour boundary line on the plan annexed and marked as **Annexure "A"** hereto (hereinafter collectively referred to as "**said Entire Property**").
- B. The said Entire Property is census slum as photo passes are issued to some slum dwellers and therefore deemed as slum area within the meaning of Maharashtra slum Areas (Improvement clearance & Re-development) Act, 1971.
- C. The said Entire Property is encroached and occupied by several slum dwellers/occupants ("**Hutment Dwellers**"), who have constructed various structures, hutments on the said Property and have come together and formed 3 (three) co-operative societies viz.
- (i) Vasantkrupa S.R.A. Co-Operative Housing Society (Proposed) ("**Vasantkrupa Society**");
 - (ii) Vasant S.R.A. Co-Operative Housing Society (Proposed) ("**Vasant Society**") and;
 - (iii) Siddharth S.R.A. Co-Operative Housing Society (Proposed) ("**Siddharth Society**),
- All above-named three societies for the sake of brevity shall be collectively referred to as "**said Rehab Societies**".
- D. The said Rehab Societies in their respective General Body Meeting have passed unanimous resolutions and have consented for the redevelopment

of the said Property and have appointed PROMOTER as developer for the purpose of the redevelopment of the said Property under Regulation 33 (10) of Development Control Regulation for Greater Mumbai, 1991 which is commonly known as Slum Rehabilitation Scheme (hereinafter referred to as “**Scheme**”).

- E. The required numbers of Slum Dwellers to implement the Scheme on the said the said Entire Property have executed Consent Letters (Sammati Patra) in favour of PROMOTER confirming that PROMOTER is entitled to develop the said Entire Property.
- F. By diverse Development Agreements as detailed below made and entered into between the said Rehab Societies and PROMOTER, the said Rehab Societies granted development rights in respect of the said Entire Property to PROMOTER:

Sr. No.	Particular	Name of Society
1.	Development Agreement dated 3 rd March, 2012	Vasantkrupa Society
2.	Development Agreement dated 5 th September, 2012	Vasant Society
3.	Development Agreement dated 11 th March 2013	Siddharth Society

- G. Pursuant to the execution of the Development Agreements by all the 3 Rehab Societies in favour of the PROMOTER, the said three Rehab Societies have authorized the PROMOTER to do various acts deeds in respect of the development of the said Entire Property.
- H. Simultaneously on execution of the aforesaid Development Agreements, the said all three Rehab Societies have also executed separate Power of Attorneys in favour PROMOTER, whereby granted various powers in respect of their respective portion of land consisting of the said Entire Property and authorising PROMOTER to do development of the said Entire Property in the manner and on the terms and conditions as PROMOTER deem fit and proper.
- I. The PROMOTER entered into various individual agreements in common form with each of the occupants/slum dwellers of the said Entire Property whereby they agreed to participate in the Slum Rehabilitation Scheme in respect of the said Entire Property.
- J. The said Entire Property falls partly in I3 Zone and partly in Residential zone.

- K. The said Entire Property is affected by Road Set Back and Nalla set back. Except this there is no reservation of any nature whatsoever affecting the said Entire Property.
- L. The Deputy Collector (Encl & Rem) of Land, vide its letters bearing no. SRA.1001/Pra.No.125/14/SI-1 dated 16th May 2015 has issued Annexure-II in respect of the said Entire Property in the name of the said Rehab Societies.
- M. To develop the said Entire Property under the Scheme, PROMOTER has appointed M/s. Design Crest as an Architect (hereinafter referred to as “**the said Architect**”) as per the provisions of the Slum Rehabilitation Act.
- N. The PROMOTER, through the Architect has submitted layout plan of the development of the said Entire Property to Slum Rehabilitation Authority (hereinafter referred to as “**S.R.A.**”). The redevelopment of the said Entire Property under the Scheme is hereinafter for the sake of convenience called as “**the said Project**”.
- O. Since State of Maharashtra is owner of the said Entire Property, therefore, the PROMOTER has made Payment of Rs.48,64,200/- (Rupees Forty Eight Lakhs Sixty Four Thousand Two Hundred only) to the Slum Rehabilitation Authority towards Land Rate Premium vide Receipt No.40437 and Challan No.46747 dated 20.11.2018.
- P. The Slum Rehabilitation Authority had sanctioned the scheme on a portion of said Entire Property admeasuring 4556 sq. mtrs. And issue Letter of Intent under Reference SRA/ENG/2775/T/STGL/LOI dated 29th November 2018 & Revised LOI Dated 06th May 2019 is annexed hereto as **Annexure-B.**
- Q. The PROMOTER by paying monthly compensation to all the slum dwellers got quiet, vacant and peaceful possession of all the structures standing on the said Entire Property and after getting possession the PROMOTER has demolished the same and got vacated the said Plots.
- R. The PROMOTER intends to construct on the said Entire Property a new separate building and another new composite building in Two Phases consisting of One Separate Rehab Building and another Composite Building comprising Five Wings ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’. with one parking tower between ‘D’ and ‘E’ for sale building upto 22 floors. One Separate Building shall be of Ground (part) commercial + 22 upper residential Floors and Wing ‘E’ in Composite Building shall be of Ground (part) + 22 upper residential floors to rehabilitate the occupants/slum dwellers (hereinafter referred to as the ‘**Rehab Building/Wing**’) on a part admeasuring 1760.34 Sq. Mts. out of the said Entire Property more particularly described in the **Second Schedule** (hereinafter referred to as

`Rehabilitation Plot`) and the flats/tenements in the said Rehabilitation Building/Wing are intended to be allotted to the existing occupants/slum dwellers of the said Entire Property.

S. Wing 'A', 'B', 'C' and 'D' of Composite Building to be known as **"SHREE KRUSHNA TOWERS"** shall be of Stilt + 22 upper residential floors for free sale in open public (hereinafter referred to as **`Sale Building/Wings`**) on a part admeasuring about 2683.81 sq. mts. of the said Entire Property more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the **`Sale Plot`**). The Sale Building/Wings and the said Rehabilitation Building/Wing are hereinafter collectively be referred to as the **`Building/Wings`**;

T. The originating/basic utilizable Floor Space Index (hereinafter referred to as the **`FSI`**) of the said Property is 11685.45 sq. mt. and Incentive FSI is 584.27 sq. mt. and Fungible FSI is 4294.40 sq. mt. in aggregate 16564.13 sq. mt. The FSI is likely to be changed as per the demarcation to be carried out by The City Survey office as per the law. The said Property is independently capable of being redeveloped by demolishing the structures and by construction of the said Buildings as per the prevailing Development Control Regulations for Greater Mumbai. The said Property being in the TDR receiving zone, the redevelopment thereof can be undertaken by utilizing the available/unutilized originating FSI, the FSI credit by way of TDR, the FSI granted by the Government/local bodies/authorities by payment of premium/compensation and all other development potential of the said Property and in addition thereto to utilize the fungible FSI and FSI granted for staircase lift landing balcony FSI etc. in the construction of the said Buildings;

U. **M/s. DESIGN CREST, Architect**, is engaged for preparation of the plans designs and drawings and to supervise the construction of the said Buildings on the said Entire Property;

V. The building plans design and specifications for construction of the said Building on the said Entire Property have been sanctioned by the

Executive Engineer Slum Rehabilitation Authority (SRA) under IOA bearing No.SRA/ENG/3916/T/STGL/AP dated 28th May 2019. The competent authorities have granted to the PROMOTER, the Commencement Certificate bearing No. _____ dated _____ for commencing the construction of _____ Plinth Level of the said _____ Buildings/Wings. Copies of the IOA dated 28th May 2019 and Commencement Certificate dated _____ are annexed hereto as **Annexure's -C and D respectively;**

- W. The PROMOTER accordingly has commenced redevelopment of the said Entire Property by constructing the said Building in accordance with the sanctioned building plans and will be entitled to make such variations or amendments as approved by the Competent Authority.
- X. The PROMOTER has got the approved building plans on 28th May 2019 (hereinafter referred to as the “**said plans**”) in respect of the said Sale Wing “A”, “B”, “C” and “D” on Sale Plot. Accordingly, whereby the PROMOTER is entitled to construct a One Separate Rehab Building and another Composite Building comprising Five Wings ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’. with one parking tower between ‘D’ and ‘E’ for sale building upto 22 floors. One Separate Building shall be of Ground (part) commercial + 22 upper residential Floors and Wing ‘E’ in Composite Building shall be of Ground (part) + 22 upper residential floors consisting of 84 residential Flats to rehabilitate the occupants/slum dwellers and Wing ‘A’, ‘B’, ‘C’ and ‘D’ of Composite Building to be known as “**SHREE KRUSHNA TOWERS**” shall be of Stilt + 22 upper residential floors for free sale in open public consisting of 357 residential Flats of different carpet areas available for sale to open public along with common areas amenities as detailed in “**Fourth Schedule**” appended hereto by utilizing available basic FSI of 11685.45 sq. mt. and Incentive FSI of 584.27 sq. mt.
- Y. Besides, available basic FSI of 11685.45 sq. mt. and Incentive FSI of 584.27 sq. mt i.e. total 12269.72 sq. mt., the PROMOTER is also entitled for 4294.40 sq. mt. as Fungible FSI as per the Development Control Rules for Mumbai which will entail total available FSI to be utilized on the said project land to

16553.38 sq. mt. approximately the same is subject to change as per the demarcation to be carried out by The City Survey office as per the law.

Z. Accordingly, the PROMOTER is constructing a One Separate Rehab Building and another Composite Building comprising Five Wings 'A', 'B', 'C', 'D' and 'E'. with one parking tower between 'D' and 'E' for sale building upto 22 floors. One Separate Building shall be of Ground (part) commercial + 22 upper residential Floors and Wing 'E' in Composite Building shall be of Ground (part) + 22 upper residential floors consisting of 84 residential Flats to rehabilitate the occupants/slum dwellers and Wing 'A', 'B', 'C' and "D" and one parking tower between 'D' and 'E' for sale building upto 22 floors of Composite Building to be known as “ **SHREE KRUSHNA TOWERS**” shall be of Stilt + 22 upper residential floors for free sale on the said Sale Plot, the entire project along with common area amenities to be known as “**SHREE KRUSHNA TOWERS**” (hereinafter referred to as “**said Entire Project**”).

AA. The PROMOTER in the terms of above approvals and sanctions are entitled to sell all residential flats in Sale Wing "A", "B", "C" and "D" in the Composite Building and even entitled to allot the remaining stilt /mechanical/puzzle car parking spaces to prospective purchasers on what is known as 'ownership basis'. Except the Rehabilitation Flats/Tenements in Rehab Building and Rehab Wing "E" of Composite Building all flats, premises, stilt /mechanical/Puzzle car parking spaces in the Sale Wing "A" "B", "C" and "D" of new composite building is collectively hereinafter referred to as the said “**PROMOTERS/DEVELOPERS AREAS**”.

AB. By virtue of the above the PROMOTER has sole and exclusive right to sell the PROMOTER'S/DEVELOPER'S AREA in the said Composite building to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/S of the Flats/Apartments to receive the sale consideration in respect thereof;

AC. On demand from the ALLOTTEE, the PROMOTER has given inspection to the ALLOTTEE of all the documents of title relating to the project and the plans, designs and specifications prepared by the PROMOTER'S Architects **M/s.**

DESIGN CREST 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;

- AD. The ALLOTTEE/s has/have also prior to the execution of this Agreement for himself/herself/themselves satisfied about the right and title of the PROMOTER to develop the said Entire Property/the Project Land and to construct the said proposed building on the said Project Land more particularly described in the **First Schedule** herein under written. The ALLOTTEE/s has accepted the right and title of the PROMOTER to develop the said Property/the Project Land and no further requisition or objection shall be raised upon it in any matter relating thereto.
- AE. The ALLOTTEE demanded from the PROMOTER and the PROMOTER has given inspection to the ALLOTTEE of all the documents of title including Plans approval, LOI, Revised LOI, IOA and Commencement Certificate issued by Slum Rehabilitation Authority (**Annexure B to E**), Certificate of Title dated 19th Jan 2019 issued by **Mr. VIRENDRA KANOJIA, Advocate**, (appended hereto as **Annexure- F**) and of such other documents as are specified under applicable statute and rules and regulations. In addition, the ALLOTTEE has perused the 'Architect Certificate' and drawing certifying the carpet area of the Flats along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the ALLOTTEE after giving a reasonable notice of at least seven working days. The PROMOTER has provided a copy of the "Title Certificate" dated 19th Jan 2019 issued by **Mr. VIRENDRA KANOJIA, Advocate**, to the ALLOTTEE.
- AF. The PROMOTER has entered into agreement with Architect registered with the Council of Architect namely **'M/s DESIGN CREST'** having address at 001 & 002, Vard Ashish Apts., Sector-09, Near Airoli Circle, Airoli - Navi Mumbai – 400 708. The PROMOTER has appointed a Structural Engineer **Mr. Vinayak Chopdekar proprietor of "M/s. Vinayak Chopdekar & Associates"** for the preparation of the structural design and drawings of the building. The Promoter has also entered into an agreement with **"M/s. Ram jioyani**

- Buildcon**” being the Contractor. The ALLOTTEE has perused the above agreements and appointments and agreed thereto.
- AG. The PROMOTER accepts the professional supervision of the Architect, the Structural Engineer and Contractor till the completion of the building subject to the terms and conditions of the said agreements/appointment letter.
- AH. The PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- AI. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned authority.
- AJ. The PROMOTER has accordingly commenced construction of the said building in accordance with the said approved plans.
- AK. The ALLOTTEE has agreed to purchase and acquire from the PROMOTER, **Flat No. _____, on the _____ floor, in the “_____” Wing of the Building to be known as “SHREE KRUSHNA TOWERS”, admeasuring carpet area Sq. Mtrs. along with reservation one/two _____ car parking** of the project titled as **“SHREE KRUSHNA TOWERS”**, (hereinafter referred to as the **‘said Flat’**) on Ownership basis, as per the Floor Plan annexed hereto and marked as **‘Annexure - I’** which is more particularly described in **‘Fifth Schedule’** written hereunder and having internal amenities as provided in **‘Sixth Schedule’**.
- AL. The carpet area as mentioned in clause ‘AK’ above means the net usable floor area of an Flat, excluding the area covered by the external walls, area sunder services shafts, exclusive balcony appurtenant to the said Flat for exclusive

use of the ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the ALLOTTEE, but includes the area covered by the internal partition walls of the Flat.

AM. At and before the execution of these present, the ALLOTTEE has paid to the PROMOTER a sum of Rs. _____/- (Rupees in words _____only) being “booking advance” of the **said Flat** agreed to be sold by the PROMOTER to the ALLOTTEE the receipt whereof the PROMOTER doth hereby admit and acknowledge. The PROMOTER has accordingly issued a reservation letter dated _____ to the ALLOTTEE. The ALLOTTEE has agreed to pay to the PROMOTER balance consideration in the manner hereafter appearing.

AN. The PROMOTER has registered the Project under the provisions of the Real Estate (Regulation &Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. _____ on _____.

AO. Under section 13 of the RERA Act, the Promoter is executing this written Agreement for Sale for said Flat with the ALLOTTEE.

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

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

1. **PROJECT, CONSIDERATION AND TAXES:**

1.1 The PROMOTER is entitled to construct the said a new separate building and another new composite building in Two Phases consisting of One Separate Rehab Building and another Composite Building comprising Five Wings `A`, `B`, `C`, `D` and `E`. with one parking tower between `D` and `E` for sale building upto 22 floors. One Separate Building shall be of Ground (part) commercial + 22 upper

residential Floors and Wing 'E' in Composite Building shall be of Ground (part) + 22 upper residential floors commercial + ____ R/C + _____ residential Flats to rehabilitate the occupants/slum dwellers on Rehab Plot admeasuring 1760.34sqmts of the said Entire Property more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as '**Rehab Plot**') and Wing 'A', 'B' 'C' and 'D' of Composite Building to be known as "**SHREE KRUSHNA TOWERS**" shall be of Stilt + 22 upper residential floors consisting 357 residential Flats for free sale on Sale Plot admeasuring about 2683.81 sq. mts of the said Entire Property more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the '**Sale Plot**'). The PROMOTER'S/DEVELOPER'S above mentioned Saleable Flats/Units in Wing "A" "B", "C" and "D" shall be developed under the name of "**SHREE KRUSHNA TOWERS**" (hereinafter referred to as "**the said entire project**") on the said Entire Property bearing plots of land admeasuring 4556 square meters out of entire land admeasuring 4116 sq. Meters as per PR Card or approximately the same is subject to change as per the demarcation to be carried out by The City Survey office as per the law. owned by the State of Maharashtra bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080 more particularly described in the **First Schedule** hereunder written, in accordance with the plans, design, specifications approved by the Slum Rehabilitation Authority which is appended hereto and is marked **Annexure-B to E**.

1.2 In case of any further amendment to the plan due to any addition/alteration to the existing floors due to additional FSI being available or otherwise, the PROMOTER shall seek prior consent of the ALLOTTEE, if such addition/alteration is adversely affecting the ALLOTTEE. In case of any further amendment to the plan due to any addition/alteration to the existing floors due to compulsion or direction of Slum Rehabilitation Authority or any other planning authority, then no consent shall be required from the ALLOTTEE and ALLOTTEE

with the execution of this agreement has agreed for any such alteration / modifications required under law.

1.3 The PROMOTER represents and declares that besides, available basic FSI of 2.56 sq. mt. and Incentive FSI of 1.05 sq. mt i.e. total 12269.72 sq. mt., the PROMOTER is also entitled for 4294.40 sq. mt. approximately the same is subject to change as per the demarcation to be carried out by The City Survey office as per the law as Fungible FSI as per the Development Control Rules for Mumbai which will entail total available FSI to be utilized on the said project land to 16564.13 sq. mt.

1.4 The ALLOTTEE, being satisfied with the documents produced, hereby agrees to purchase from the PROMOTER and the PROMOTER agrees to sell to the ALLOTTEE, a Residential Flat being **Flat No.**_____, _____ **floor,** **admeasuring carpet area** _____ **Sq. Mtrs in the** _____ **Wing** of Building to be known as "**SHREE KRUSHNA TOWERS**" of the project titled as "**SHREE KRUSHNA TOWERS**",(along with **reservation of one/two-**_____ **car parking**) as per the Floor Plan annexed hereto and marked as '**Annexure- I** ' (hereinafter referred to as "**said Flat**") which is more particularly described in '**Fifth Schedule**' for the consideration of Rs._____/ - (Rupees _____only) (hereinafter referred to as '**the said Consideration**').

The amenities to be provided in the said Flat are described in **Sixth Schedule**.

1.5 The ALLOTTEE has, before execution hereof, paid to the PROMOTER a sum of **Rs.**_____/ - (**Rupees** _____ **Only**) as part payment towards the purchase of the said Flat (the payment and receipt whereof the PROMOTER hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the ALLOTTEE, his heirs, executors and assigns);

1.6 The balance consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) shall be paid by the ALLOTTEE to the PROMOTER in the manner as pre-negotiated and more particularly described herein below in following manner **as per payment Plan/Schedule annexed as Annexure-**_____ which has been accepted by PROMOTER.

1.7 The ALLOTTEE shall deduct tax at source on the consideration amount at the prevalent rate, if applicable and furnish a TDS certificate to the

PROMOTER on or before the date of registration of this agreement and the promoter receives TDS certificate.

1.8 The receipt for the payment made shall be issued by the PROMOTER only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the PROMOTER.

1.9 The ALLOTTEE shall be liable to pay and hereby agrees to pay to PROMOTER any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the ALLOTTEE at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the ALLOTTEE shall make over such payment to ALLOTTEE within 7 days upon receiving a notice of demand from PROMOTER.

1.10 The cost of valuation report charges, stamp duty, registration charges, legal charges, society formation charges, conveyance charges of land, MSEB/MSEDCL deposit, water connection charges and other out of pocket expenses on this transaction shall be borne by the ALLOTTEE only. Further, the ALLOTTEE shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty. The PROMOTER undertakes to make themselves available through authorized representative for purpose of registration at 'Seven days notice' from ALLOTTEE. The PROMOTER shall not be liable under any law for any delay, laches and / or negligence shown by the ALLOTTEE in presenting this agreement for registration before the competent authority.

1.11 The consideration is exclusive of Contribution (being common maintenance charges as detailed in clause [9] and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The ALLOTTEE confirms and agrees that from the date possession of the said Flat is handed over to the ALLOTTEE, all such taxes, levies and Contribution shall be borne and paid by the ALLOTTEE.

1.12 The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges

payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter cum Invoice being issued to the ALLOTTEE, which shall only be applicable on subsequent payment.

1.13 The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, 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 over and above the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **1.4** of this Agreement.

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

1.15 The PROMOTER shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the ALLOTTEE with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the PROMOTER shall carry out minor modifications as may be deemed fit.

1.16 The ALLOTTEE shall make payment of the installments as stated in Schedule of payment as mentioned in **Annexure-_____** above immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest @ such rates as prescribed under law till the time of payment or realization.

1.17 Without prejudice to its rights and remedies under this Agreement, the ALLOTTEE hereby agrees that in the event that any portion of the Consideration is not paid by the ALLOTTEE within the time periods as set out in this Agreement, the PROMOTER shall have a charge on the said Flat to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the PROMOTER in compliance of its obligations hereunder.

2. **NOTICE OF DEMAND, TIME ESSENCE OF CONTRACT, DEFAULTS AND CONSEQUENCES THEREOF:**

2.1 Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the said project handing over the said Flat to the ALLOTTEE and the common areas to the association of the ALLOTTEES after receiving the occupancy certificate or the completion certificate or both, as the case may be.

2.2 Upon the installment becoming due, the Promoter shall issue a notice of demand giving maximum 10 days' time from date of notice to ALLOTTEE for making the payment of installment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

2.3 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ OR notified Email address mentioned in clause [34] hereinafter and such dispatch/notification shall be treated as sufficient compliance from PROMOTER. Thereafter the ALLOTTEE shall be barred from claiming the non-receipt of the notice of demand.

2.4 Timely payment of all the above installments/amount on their respective due dates is the essence of this contract/Agreement. The possession of the said unit shall be handed over to ALLOTTEE by the PROMOTER only upon receipt of all payment including taxes and other charges within stipulated time.

2.5 The possession of the said Flat shall be handed over to ALLOTTEE by the PROMOTER only upon receipt of all payment including taxes and other charges within stipulated time.

2.6 If the PROMOTER fails to abide by the time schedule for completing the said Building and handing over the Flat 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 RERA 2016 on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession.

2.7 Following shall be deemed to be default on the part of ALLOTTEE:

- a. Default in making timely payment of sums due as mentioned in this agreement;
- b. Creating nuisance on the site resulting in danger/damage to the said project land, threat to life;
- c. Delay in accepting the possession of the Flat within a period of 03 (Three) months on intimation to take possession by PROMOTER;
- d. Failure to execute and sign documents required for the formation of Society within time frame provided under law;
- e. Refusing to take membership of Society formed for the said project;
- f. Breach of any terms and conditions of this agreement.
- g. Breach of any law or provisions thereto.
- h. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

The ALLOTTEE shall not be in default if he removes/remedies such breach within 15 days of notice from the PROMOTER to the ALLOTTEE.

2.8 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 concerned local authority and other outgoings), the ALLOTTEE agrees to pay to the PROMOTER interest @ such rates as prescribed under law till the time of payment or realization on all the amounts 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. However such

entitlement of interest shall not be deemed to be a waiver of PROMOTER's right to terminate this agreement as per the provisions of this agreement.

2.9 Without Prejudice to the right of the PROMOTER to charge interest, in terms of clause 2.8 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other out goings) and on the ALLOTTEE committing three defaults of payment of installments, the PROMOTER shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the PROMOTER unless and until the PROMOTER shall have given to the ALLOTTEE Fifteen days prior notice in writing 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 and default shall have been made by the ALLOTTEE.

2.10 That the ALLOTTEE shall not be entitled to raise any objection to termination made by the PROMOTER if the conditions as mentioned in this agreement hereinabove are not fulfilled and that PROMOTER shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the ALLOTTEE. In case of termination of this agreement as per clause 2.9 above, the PROMOTER shall forfeit 10% of agreement value from the consideration amount paid by ALLOTTEE till the date of termination. The PROMOTER shall also deduct cancellation and other direct charges and shall refund the balance amount to the ALLOTTEE. Such refund to the ALLOTTEE shall be within thirty days of termination. Further, ALLOTTEE shall not be entitled to claim refund from the PROMOTER the amounts paid by the ALLOTTEE to the government namely GST, any other tax, Stamp duty, Registration and legal charges. Since the ALLOTTEE has defaulted, the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded. Upon termination of this Agreement the PROMOTER, shall be at liberty to dispose of and sell the Flat to such person and at such price as the PROMOTER may in his absolute discretion think fit. However, in case ALLOTTEE challenges such

termination before any authority, then PROMOTER shall be entitled to hold the refund till conclusion of such dispute.

2.11 Any payment/s made by the Purchaser/s to the Promoter shall be first appropriate towards GST, then interest and the balance, if any, towards the principal sums of the installments of the said consideration.

3. **POSSESSION OF FLAT AND FORCE MAJEURE:**

3.1 The PROMOTER shall give possession of the Flat to the ALLOTTEE on or before 31st December 2023 subject to receipt and realization of all the amounts payable by the ALLOTTEE under this Agreement and receipt of all approvals from competent authority.

3.2 If the PROMOTER fails or neglects to give possession of the Flat to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the Flat with interest at the rates prescribed under law here in above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER shall be entitled to reasonable extension of time forgiving 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.
- iii. Any other reason beyond the control of the PROMOTER and provided under law in force.

3.3 The PROMOTER, upon obtaining the occupancy certificate from the Slum Rehabilitation Authority or from any other Competent Authority and the payment made by the ALLOTTEE as per the agreements shall offer in writing the possession of the Flat to the ALLOTTEE in terms of this Agreement to be taken within 15 (fifteen days) from the date of issue of such

intimation and the PROMOTER shall give possession of the Flat to the ALLOTTEE. 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.

3.4 The ALLOTTEE shall take possession of the Flat within 15 (Fifteen Days) days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Flat is ready for use and occupancy.

3.5 Upon receiving a written intimation from the PROMOTER as per clause 3.3, the ALLOTTEE shall take possession of the Flat from the PROMOTER by executing necessary letter, receipts, indemnities, undertakings, deed and such other documentation as required under in this Agreement and the PROMOTER shall give possession of the Flat to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 3.4, then such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable even though the ALLOTTEE has not taken the possession of the Flat. On the PROMOTER offering possession of the said Flat to the ALLOTTEE, the ALLOTTEE shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

3.6 The PROMOTER shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. or any other Electricity supply company causing delay in sanctioning and supplying electricity or due to the corporation/local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said Flat.

4. **PROJECT COMPLETION**

4.1 Subject to force majeure provided under this agreement, the PROMOTER shall make full endeavor to complete the said project by end of the month of Dec 2023.

5. **DEFECT LIABILITY:**

5.1 If within a period of five years from the date of handing over the Flat to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTER any

structural defect in the Flat or the building in which the ALLOTTEE's said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act.

5.2 However, if any of the ALLOTTEEs carries out any alteration or addition or change in the its allotted Flat and/or the Buildings without obtaining prior written permission of the PROMOTER and/or the concerned authorities wherever required, or causes damage to the said Flat/Building by misuse, the PROMOTER will not be liable to rectify defect caused due to such alteration, addition or change or misuse and thereafter the Common Organisation shall be responsible to rectify the same at their cost and efforts.

6. **FORMATION OF THE COMMON ORGANISATION**

6.1 **“Common Organization”** means a Co-Operative Housing Society of the ALLOTTEE's of the Sale Wing “A” “B” “C” and “D” of Composite Building and existing Rehab Societies known as (i) Vasantkrupa S.R.A. Co-Operative Housing Society (Proposed) (ii) Vasant S.R.A. Co-Operative Housing Society (Proposed) and (iii) Siddharth S.R.A. Co-Operative Housing Society (Proposed) in respect of a Separate Rehab building and Rehab Wing “E” of the Composite Building and to whom the PROMOTER shall transfer and convey the said project and land (Sale Land and Rehab Land) in accordance with the terms hereof.

6.2 The PROMOTER shall form a Society for the Sale Wing “A”, “B”, “C” and “D” of Composite Building within the time frame provided under law. The ALLOTTEE along with other ALLOTTEE(s) of Flats in the Sale Wing “A”, “B”, “C” and “D” of composite building shall join in forming and registering the Common Organisation to be known by name **“Shree Krushna Towers Co-operative Housing Society Ltd.”** for this purpose the PROMOTER 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 common organization and for becoming a member, including the bye-laws of

the common organisation and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organization of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws by the Registrar of Co-operative Societies or any other Competent Authority.

6.3 In the event any of the flats in the said Building are unsold at the time of formation and registration of the Common Organization, then the PROMOTER shall retain such unsold flats as the PROMOTER thereof.

6.4 Subject to the rights of the ALLOTTEE to the said Flat not being adversely affected, the ALLOTTEE shall cooperate in passing necessary resolution confirming the right of the PROMOTER as and when the PROMOTER shall require the Common Organisation to pass such a resolution, to carry out additional construction on the said Buildings as stated in this Agreement, and also confirming the right of the PROMOTER to sell on ownership basis other flats of the said Building.

6.5 The ALLOTTEE shall pay to the PROMOTER a sum of Rs. _____/- (Rupees _____ only) towards costs, charges and expenses in connection with the formation of the Common Organization at the time of possession or at the time of formation of Society whichever is earlier as demanded by the PROMOTER. The professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the ALLOTTEE in proportion to the carpet area of the said Flat. The PROMOTERS shall contribute towards such expenses only to the extent of unsold flats which are retained by the PROMOTER.

7. **CONVEYANCE/LEASE OF SAID PROJECT LAND:**

7.1 The PROMOTER shall, within six months (06) from the date of receipt of the Occupancy Certificate for the Sale Plot and Sale Wing A", "B", "C" and "D" cause to convey, the Sale Wing A", "B", "C" and "D" along with common area and amenities and Sale Plot by obtaining/or executing the necessary conveyance deed of the Sale Plot (subject to the extent as may be permitted by the Slum Rehabilitation Authority in favour of such Society. The PROMOTER shall also

execute Conveyance Deed of Rehab Plot and Separate Rehab Building and Rehab Wing “E” in Composite Building in favour of existing Rehab Societies known as (i) Vasantkrupa S.R.A. Co-Operative Housing Society (Proposed) (ii) Vasant S.R.A. Co-Operative Housing Society (Proposed) and (iii) Siddharth S.R.A. Co-Operative Housing Society (Proposed) within prescribed time. Such conveyance shall be in keeping with the terms and provisions of this Agreement and as per rules and regulations of Slum Rehabilitation Authority.

7.2 The common amenities as specified in **Fourth Schedule** shall be conveyed/transferred to the common organization of Sale Wing A”, “B”, “C” and “D” upon completion Development of the said project land and common amenities for Rehab Building and Rehab Wing shall be conveyance/transferred to the Existing Rehab Societies.

7.3 The cost of conveyance\lease of the Rehab Plot and Sale Plot to Existing Rehab Societies and common organization to be formed for Sale Wing A”, “B”, “C” and “D” shall be borne by the ALLOTTEE(s) of respective Rehab Building/Wing and Sale Wing collectively in proportion of their Plot Area and they shall come forward to accept conveyance of the Rehab Plot and Sale Plot in the name of respective Society within 10 days of receiving intimation for such conveyance from the PROMOTER.

8. **OPERATION OF BANK ACCOUNT:**

8.1 The Payment as mentioned in clause [1.5] above shall be made by the ALLOTTEE by drawing cheque/DD/RTGS Managers Cheque in the name of **“Shree Akshay Housing”** payable at Mumbai.

8.2 The ALLOTTEE shall also pay transfer charges and other statutory dues which may be levied from time to time.

8.3 In addition to the above amounts the ALLOTTEE shall also pay GST and other applicable taxes as per prevalent rates and rules and regulations through separate cheque drawn in the name of **“Shree Akshay Housing”** payable at Mumbai.

9 COMMON MAINTENANCE CHARGES:

9.1 Commencing a week after intimation cum notice in writing is given by the PROMOTER to the ALLOTTEE that the said Flat is ready for use and occupation, the ALLOTTEE shall be liable to pay for proportionate share of outgoings in respect of the said project land and Building/s namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the building of the said project land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat with effect from the date of issuance of Occupation Certificate by the Slum Rehabilitation Authority or any other Competent Authority.

9.2 The ALLOTTEE shall also pay to the PROMOTER an amount of Rs._____/ - (Rupees in words _____ only) towards the twelve months common maintenance charges (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance/lease of Plot is executed in favour of the Society. The amounts so paid by the ALLOTTEE to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/lease is executed in favour of the Society as aforesaid. The ALLOTTEE undertakes to pay such contribution within Ten days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever.

Provided that if the ALLOTTEE does not pay its share of the common maintenance charges within 10 days of receiving the notice of demand in this regard then the PROMOTER shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.

9.3 The PROMOTER shall be liable to maintain a separate bank account for the purpose of collecting the above mentioned deposit and yearly/monthly maintenance charges along with applicable service tax/GST. All expenses towards maintenance shall be paid from such bank account till the society is formed and thereafter such bank account shall be closed and entire accounts

and amount if any therein shall be handed over by the PROMOTER to the Society. In case of any deficit in the account the PROMOTER shall be entitled to collect the deficit proportionately from the ALLOTTEEs/society before conveyance/lease of Sale Plot.

9.4 That the PROMOTER shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the ALLOTTEE while shifting goods or while getting interior work done in the Flat purchased. The ALLOTTEE shall be liable to restore the original position of damaged areas at his own cost and effort.

9.5 Where the ALLOTTEE has to make any payment in common with other ALLOTTEEs in said Project, the same shall be in proportion with the carpet area of the said Flat bears to the total carpet area of all the said Flat in the said Sale Wing A", "B", "C" and "D".

10. **RESTRICTIVE COVENANT:**

10.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the ALLOTTEE to the PROMOTER and unless this agreement is duly stamped under the Bombay Stamp Act and registered under the Registration Act, 1908.

10.2 The ALLOTTEE shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the PROMOTER until the Sale Wings and Sale Plot is conveyed/leased to the New Society.

11. **RESTRICTIVE COVENANT RELATED TO CAR PARKING:**

11.1 The **Car parking** allotted and reserved to ALLOTTEE, if any, under this agreement is subject to final building plan approved by the Slum Rehabilitation Authority at the time of grant of occupancy certificate.

11.2 The ALLOTTEE shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e. other than the ALLOTTEE of said Flat.

11.3 The ALLOTTEE shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose cover in any manner.

11.4 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

11.5 The ALLOTTEE shall not park his/its car/ vehicle in any space except for his/its designated car parking space.

11.6 The ALLOTTEE shall be allowed to park only ONE car park and in case he/it park additional car the same shall be treated as breach of this agreement.

12. **DISCLOSURES, PRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

12.1 The ALLOTTEE declares and confirms that before execution of this Agreement, the PROMOTER has disclosed to the ALLOTTEE the title of the PROMOTER in respect of the said project land, and the ALLOTTEE has taken inspection of the documents as mentioned in recital hereinbefore.

12.2 The ALLOTTEE further confirms that it has satisfied itself in respect of the title of the PROMOTER in respect of the said project land, and shall not raise any queries or objections in that respect.

12.3 The PROMOTER at his own risk and responsibility may avail, loan/financial assistance from Banks/ Financial institutions for development of the said project land and as a security for the payment thereof may create security on the said project land together with the Buildings constructed thereon. The ALLOTTEE hereby grants his/her/their consents to the PROMOTER for availing such loan and /or financial assistance on such terms and conditions as the PROMOTER may deem fit and proper subject to the repayment thereof by the PROMOTER. The PROMOTER shall not mortgage the said Flat agreed to be sold to the ALLOTTEE herein.

12.4 The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- a. The PROMOTER has clear and marketable title with respect to the right and title of redevelopment of said project land as declared in the title report annexed to this agreement and also has actual, physical

and legal possession of the said project land for the implementation of the Project;

- b. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the said project land and shall obtain requisite approvals from time to time to complete the development of the said project land;
- c. There are no encumbrances upon the said project land except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the said project land except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said project land and said building shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- f. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by 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 and the said F1 at 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 Flat to the ALLOTTEE in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEEs the PROMOTER shall handover lawful,

vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEEs;

- j. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 said project land) has been received or served upon the PROMOTER in respect of the said project land and/or the Project except those disclosed in the title report.

13 ALLOTTEE'S COVENANTS:

13.1 The ALLOTTEE shall not at any time demolish any part of said Flat or cause to be done any structural additions or alterations of structural nature in the said Flat or any part thereof without obtaining prior written permission of the PROMOTER. The ALLOTTEE shall keep the said Flat, its columns, beams, RCC structure, external façade, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions. The ALLOTTEE shall not enclose balconies or allow any alterations in the outside elevations and/or the outside colour schemes of the said Flat.

13.2 The ALLOTTEE shall not transfer or assign or part with its interest or benefit in respect of the said Flat without the prior permission in writing of the PROMOTER until the ALLOTTEE makes full and final payment of all the amounts payable under this Agreement to the PROMOTER. After making full and final payment of all the amounts to the PROMOTER under this Agreement, the ALLOTTEE may transfer or assign or part with its interest of benefit in respect of said Flat only after making payment of transfer charges to the PROMOTER until registration of Society.

13.3 To use and occupy the said Flat or any part thereof only for residential purpose for which the same has been sold. ALLOTTEE shall also use the allotted

stilt/open/mechanical car parking space for parking the motor vehicle only. The ALLOTTEE hereby gives its informed, unconditional and unequivocal consent and confirms to the PROMOTER that the PROMOTER will be entitled to utilize any FSI presently available or available in the future from the said entire property or any part thereof till the development of the said project land is completed in all respects, even after the PROMOTER shall have given to the ALLOTTEE possession of the said Flat. However, with respect to the future development potential of the said project land the benefit thereof shall ensure to the PROMOTER till the execution of the deed of conveyance/lease by the PROMOTER in favour of the Common Organization where after the same shall ensure to the benefit of the Common Organization. In the event the FSI in respect of the locality or the said entire property or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the PROMOTER alone shall be entitled to the benefit of the additional FSI for the purpose of development on the said project land as may be permissible under the prevailing development rules and regulations, however only until the execution of the deed of conveyance/lease by the PROMOTER as aforesaid.

13.4 The ALLOTTEE for itself, with intention to bring all persons into whosoever hands the Flat may come doth hereby covenant with the PROMOTER as follows:

- a. 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, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.
- b. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which

it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the 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 ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- c. 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, Partis or other structural members in the Flat without the prior written permission of the PROMOTER and/or the Common Organisation.
- d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project land and the building in which the Flat is situated or any part thereof or where by any increased premium shall become payable in respect of the insurance.
- e. 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 said project land and the building in which the Flat is situated.
- f. Pay to the PROMOTER within Ten days of demand by the PROMOTER, a sum of Rs._____/ - (Rupees _____) towards Development Charges.
- g. 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 ALLOTTEE for any purposes other than for purpose for which it is sold.

- h. The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit fact or of this Agreement or part with the possession of the Flat until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.
- i. The ALLOTTEE shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Common Organisation 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 out-goings in accordance with the terms of this Agreement.
- j. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Common Organisation, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without work men 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.
- k. Till a conveyance of the said Sale Plot on which the building in which Flat is situated is executed in favour of Common Organisation, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14 UNSOLD UNITS OF PROJECT:

14.1 The PROMOTER shall be inducted as member of society for unsold units upon conveyance\lease to Society;

14.2 The PROMOTER shall be entitled to sell the unsold units of the said project without any separate permission or consent of the society.

14.3 The ALLOTTEE or society shall not be entitled to demand any transfer charges for the transfer of unsold units by the PROMOTER to prospective ALLOTTEES.

14.4 The PROMOTER shall also be entitled to car parking reserved for the unsold units and the society or ALLOTTEE shall not stake claim on such parking.

14.5 PROMOTER shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society.

14.6 The prospective ALLOTTEES of unsold units shall be inducted as members of the society and no objection shall be raised by society or ALLOTTEE herein.

15 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

15.1 After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the said 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 ALLOTTEE who has taken or agreed to take such said Flat.

16 BINDING EFFECT:

16.1 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 there within including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

17 ENTIRE AGREEMENT:

17.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter here of and supersedes any and all understandings, any other agreements, reservation/allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat.

18 RIGHT TO AMEND:

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

19 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

19.1 It is clearly understood and so agreed by and between the Parties here to that all the provisions contained herein and the obligations arising here under in respect of the land shall equally be applicable to and enforceable against any subsequent ALLOTTEEs of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

20 SEVERABILITY:

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

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

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

21.1 Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in the said Sale Land, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the said Sale Land.

22 FURTHER ASSURANCES:

22.1 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.

23 PLACE OF EXECUTION:

23.1 The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office i.e. Mumbai or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE. 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.

24 REGISTRATION:

24.1 The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

25 JOINT ALLOTTEES:

25.1 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 to consider as properly served on all the ALLOTTEEs.

26 STAMP DUTY AND REGISTRATION:

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

27 DISPUTE RESOLUTION:

27.1 Any dispute between parties shall be settled amicably .Incase of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development)Act, 2016, Rules and Regulations, there under.

28 GOVERNING LAW:

28.1 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.

29 MATERIAL ADVERSE CHANGE/CONDITIONS:

29.1 In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

30 INVESTOR CLAUSE:

30.1 The ALLOTTEE has purchased the said Flat as an Investor. The ALLOTTEE intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the ALLOTTEE shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice

to the ALLOTTEEs right as an Investor, the ALLOTTEE may continue to hold the said Flat like any other ALLOTTEE if he does not sell it within one year.

31 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

31.1 The ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments there of and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

31.2 The PROMOTER accepts no Responsibility in this regard. The ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

32 WAIVER NOT A LIMITATION TO ENFORCE;

32.1 The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the Promoter in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other ALLOTTEE.

32.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32.3 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 ALLOTTEE 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.

33 **NOTICE:**

33.1 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 and the PROMOTER, by Registered Post A.D./Speed post at his/her address specified below except notice of demand as mentioned in clause [2.2] which shall be served either through notified mail or through RPAD which shall not be disputed by ALLOTTEE:-

Name of Allottee/s

Allottee/s Address

Notified Email ID:

Name of Promoter **SHREE AKSHAY HOUSING**

Promoters Address: 601, 6th Floor, Guru Ganesh CHS, Behind
C. D. Deshmukh Garden, Mahatma Phule
Cross Road, Mulund (East), Mumbai 400
081.

Notified Email ID: shreeakshayhousing@gmail.com

AND upon handing over of the possession of the Flat to the ALLOTTEE under this agreement, all the notices on the ALLOTTEE shall be served at the address of Flat handed over to the ALLOTTEE under this agreement.

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 to consider as properly served on all the ALLOTTEES.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written as hereinafter appearing.

FIRST SCHEDULE
(Description of the Entire Property/Project Land)

ALL THAT piece or parcel of plots of land admeasuring 4556 sq. Meters out of total land area admeasuring 17617.01 sq. mt. as per PR Card or approximately the same is subject to change as per the demarcation to be carried out by The city survey office as per the law of land bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, AstikManek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080 and bounded as follows that is say to:

On or towards North : by CTS. No. 746

On or towards South : by Astik Manek Road

On or towards East : by CTS No. 723E

On or towards West : by CTS No.751, Harmony Tower

SECOND SCHEDULE
(Description of the Rehab Plot)

ALL THAT piece or parcel of plots of land admeasuring 4556 sqmts. out of Entire Property as per PR Card or approximately the same is subject to change as per the demarcation to be carried out by The city survey office as per the law as more particularly described in First Schedule above bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080.

THIRD SCHEDULE
(Description of the Sale Plot)

ALL THAT piece or parcel of plots of land admeasuring 4556sqmts. out of Entire Property as more particularly described in First Schedule above bearing CTS No. 746 (pt.), 750 (pt.) and 723E (pt.) situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080.

FOURTH SCHEDULE
(Description of Common Areas, Amenities and Facilities)

FIFTH SCHEDULE
(Description of Flat)

Flat No. _____, on the _____ floor, in Wing “_____” of “SHREE KRUSHNA TOWERS” Building, admeasuring carpet area _____ Sq. Mtrs. along with reservation of one/two _____ Car Parking, of the project titled as “SHREE KRUSHNA TOWERS”, thereabout situated and lying at plot bearing CTS No. 746 (pt.), 750 (pt.) and 723 E (pt.) **situate, lying and being at Village Mulund, Taluka Kurla in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and assessed by the Municipal Corporation of Greater Mumbai, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (West), Mumbai 400 080** AND as described in First/Second/Third Schedule .

SIXTH SCHEDULE
(Internal Amenities)

SIGNED SEALED AND DELIVERED)

BY THE WITHIN NAMEDPROMOTER)

SHREE AKSHAY HOUSING)

Through its Partner/Authorised Signatory)

MR. _____)

(PAN NO. ACDFS3262P))

in the presence of)

1)

2)

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED ALLOTTEE/S)

MR._____)

(PAN:_____))

in the presence of)

1.

2.

RECEIPT

RECEIVED of and from the within named Allottee _____ a sum of **Rs.**_____/ - (**Rupees** _____) as part payment out of the total consideration of **Rs.**_____/ - (**Rupees** _____) agreed to be paid to the PROMOTER for sale of the **Said Flat No.**_____ on the _____ **Floor** in _____ Wing of **“Shree Krushna Towers” building.**

WE SAY RECEIVED

Rs._____/ -

For Shree Akshay Housing

Partner/Authorised Signatory.

Annexures

Annexure-A. – Property Card

Annexure-B. – LOI

Annexure-C. – IOA

Annexure-D. – Commencement Certificate

Annexure-E. – Revised LOI

Annexure-F. – Title Certificate

Annexure –G – Floor plan of Flat

Annexure-H- Payment Plan/Schedule

Date: _____

To,

PURCHASER

Ref.: Your request letter dated [●] for Reservation of Flat No. [●] on [●] floor, admeasuring carpet area of [●] Sq. mtrs.(approx.) in the [●] Wing of building known as “**Shree Krushna Towers**”, to be constructed on all that piece and parcel of land bearing C.T.S. No. 746 (Pt.),750 (Pt.)and 723E(Pt.) aggregately admeasuring 4556 sq. mtrs. or thereabouts as per LOI bearing No. SRA/ENG/2775/T/STGL/LOI dated 29th November 2018 And Revised LOI dated 06th May 2019, lying being and situate at Village - Mulund, Taluka –Kurla, District – Mumbai Suburban, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (W), Mumbai 400 080 (Hereinafter referred to as “*said Flat*”)

Dear Sir/ Madam,

G. We are in receipt of the captioned letter from your end wherein you have stated that you have perused the title documents, the sanctioned plans, LOI bearing No.SRA/ENG/2775/T/STGL/LOI dated 29th November 2018& Revised LOI Dated 6th May 2019, IOA bearing No. SRA/Eng/3916/T/STGL/AP dated 28 May 2019, CC bearing No. _____ dated _____ for the Construction of project which shall be developed by us under the name & style of “**Shree Krushna Towers**” (hereinafter referred to as the “**said project**”) to be constructed on all that piece and parcel of land bearing C.T.S. No. 746 (Pt.),750 (Pt.)and 723E (Pt.) aggregately admeasuring 4556 sq. mtrs. or thereabouts as per LOI bearing No. SRA/ENG/2775/T/STGL/LOI dated 29th November 2018 and Revise LOI Dated 6th May 2019, lying being and situate at Village - Mulund, Taluka –Kurla, District – Mumbai Suburban, Astik Manek Road, Sarojini Naidu Cross Road, Mulund (W), Mumbai 400 080 referred to as “*the said Land*”. You have also perused Advocates Title Certificate, layout plan of land disclosing internal & external amenities to be provided in the project.

H. You have also understood that as per the provisions of RERA 2016 read with Maharashtra Rules 2017, we have registered the project with the Authority under no._____ on _____, wherein wehaveregistered the construction of composite Buildings named wing “A”, wing “B”, wing “C”and “D” wing in phases consisting of Stilt +22 upper residential floors. We shall also procure the sanction and approval of revised building plan for said buildings. You have also understood the external and internal amenities as mentioned in the layout plan of the *said land*.

- I. You have also perused all the terms and conditions of the draft “**Agreement for Sale**” to be executed within the provisions of RERA 2016 and are in consensus with the said draft.
- J. After detailed discussion and negotiation you have requested us to reserve for you Flat no.[●], [●] floor, admeasuring carpet area of [●]sq. mtrs (approx.), in the [●] wing of building known as“**Shree Krushna Towers**”against a consideration of Rs. [●]/- (Rupees in words [●]only).
- K. Now, upon your request and after considering the payment schedule offered by you, we are pleased to reserve for you Flat No. [●], [●] floor, admeasuring Carpet Area of [●] Sq. mtrs. in the [●] wing of building known as “**Shree Krushna Towers**”(hereinafter referred to as the “**said Flat**”) in the above said Project, for a consideration of Rs. [●]/- (Rupees. [●]Only) on the following preliminary terms & conditions.
- L. The consideration against the said Flat as mutually agreed by us shall be Rs. [●]/- (Rupees in words [●]only) in view of the specific payment schedule of payment offered by us as mentioned hereunder :

	Not Exceeding Total Consideration Of	Amount
Execution of Agreement		
Completion of the Plinth of the Building or Wing		
Completion of the Slabs including stilts of the building or wing		
Completion of Walls, internal plaster, floorings doors and windows.		
Completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level		
Completion of external plumbing and external plaster, elevation, terraces with waterproofing of building or wing.		
Completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/plinth protection, paving of areas appertain and all other requirements.		
Balance amount at the time of handing over the possession		
TOTAL		

Apart from the above, you shall also be liable to pay GST and any other taxes which the government may levy on this reservation.

4. You have also understood that the said “Agreement for Sale” is compulsory required to be registered once you pay you 10% of consideration amount. You shall obtain mutually approved draft copy of the “Agreement for sale” from our office and shall take immediate steps to get the

same duly stamped under the Maharashtra Stamp Act, 1958 and registered under the Registration Act, 1908. We undertake to make ourselves available through authorized representative for purpose of registration event at seven working days' notice from you. We shall not be liable under any law for any delay, laches and / or negligence shown by you in presenting the "Agreement for sale" for execution and registration before the competent authority.

5. We shall be entitled at our discretion to cancel & terminate this reservation in the event of you committing default as mentioned in your undertaking dated[●]in payment on due date of any amount due and payable by you to us under this reservation (including your proportionate share of taxes levied by competent authority and other outgoings) and on you committing breach of any of the terms and conditions herein contained.
6. That upon termination of this reservation as aforesaid and registration of the cancellation deed under the Registration Act, 1908 if applicable. We shall refund you the installments of sale price of the flat after forfeiting 10% of the agreement value as agreed in this reservation letter and as per the terms of "Agreement for Sale" besides deducting brokerage cost incurred by us in respect of said Flat. We shall not be liable to pay any interest to you on the amount so refunded on your default.
7. We shall at our discretion, be entitled to charge to you interest, at such rates prescribed under law from time to time, on all the amounts which become due and payable by you under the terms of this agreement from the date the said amount is payable till the date the amount is actually paid. However such entitlement of interest shall not be deemed to be a waiver of our right to terminate this agreement as per the provisions of this agreement.
8. You shall be entitled, at no extra consideration, to proportionate undivided right in the common area and facilities as certified by the project architect based upon approved plan. Such right shall accrue to you after the said land is conveyed to the association of purchasers of "**Shree Krishna Towers**" in terms of section 17 of the Real Estate (Regulation and Development) Act, 2016 [RERA].
9. You agree that you shall not transfer/ assign the benefits of` this reservation without our previous written consent. Any transfer/ assignment without our written permission shall be void – ab – initio.
10. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project and with respect to the formation of association of purchasers as required under RERA.
11. In case if you require a site visit, prior written permission from the undersigned is necessary. We shall not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
12. Nothing in this letter shall be deemed as demise of any right, title and interest in the said land of whatever nature. This reservation merely entitles you to enter into an "Agreement for Sale" at a future date upon payment of agreed consideration as per the payment schedule mentioned herein above.
13. As per your request letter you have informed that you do not require car parking space and therefore we have not made any reservation for car park in your case.

OR

As per your request letter you have informed that you also required [•] car parking space and therefore we have made reservation for [•] car park in your case.

14. We confirm having received Earnest Money Deposit/ Booking Amount of Rs. [•] (Rupee [•] only) vide cheque no [•] dated: [•] drawn on [•] bank branch against reservation of said Flat.

15. Subject to the formation of authority under RERA 2016, all disputes, differences if any shall be referred to the sole Arbitrator as appointed under the Arbitration and Conciliation Act, 1996. The decision given by Arbitrator shall be final & binding upon both the parties. The Arbitration shall be held in Mumbai and all proceedings shall be in English Language.

16. This reservation letter shall be superseded by registered Agreement for sale.

For M/s. SHREE AKSHAY HOUSING

Authorised Signatory

I/We hereby confirm the terms and conditions of this letter.

(Mr./Mrs. _____)

PURCHASER

WITNESSES:

(1) _____

(2) _____