

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____ in the Christian year Two Thousand Twenty _____ (20____) ("**Agreement**")

BY AND BETWEEN

SHREE KRISHNA MAJESTIC LLP, (PAN ADHFS8959C), a Limited Liability Partnership registered under the provisions of The Limited Liability Partnership Act, 2008 and having LLPIN No. ACL-5154 and PAN No. AFNFS0309G and its registered office at Sethna Manor, 6th Floor, Plot No. 369, 6th Road, Chembur, Mumbai – 400 071, through its designated partner, Mr. Sundeep Anand Jagasia, hereinafter referred to as "**the Developers**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being and from time to time constituting the said firm, the survivor or survivors of each of them and the heirs, executors and administrators of the last such survivor and/or his/her/their permitted assigns) of the **One Part**;

AND

_____, aged _____ years (PAN: _____), an adult Indian inhabitant residing at _____, hereinafter referred to as the "**Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators and assigns) of the **Other Part**;

[The Developers on the one hand and the Purchaser on the other hand are hereinafter, wherever the context may so require, respectively referred to as "**Party**" and collectively referred to as "**Parties**".]

WHEREAS: -

- A. By an Agreement dated 4th December 1950 in the HH form and by a permit in KK form dated 7th June 1950 signed by the District Deputy Collector, Bombay Suburban District, the said District Deputy Collector permitted one Mr. U.H. Mahomed to occupy all that piece or parcel of land bearing Plot No. 374 of Suburban Scheme No.III, Chembur, admeasuring 792 square yards, equivalent to 662.90 square meters or thereabouts, situate at Village Chembur, Taluka Kurla, within Greater Mumbai, Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as the "**said plot**". A copy of the Property Register Card in respect of the said plot is annexed hereto and marked as **Annexure "A"**;
- B. By an Agreement dated 12th February 1952 executed between the said U.H. Mahomed of the one part and one Mr. Hansaraj Dua of the other part, the said U.H. Mahomed had agreed to sell and transfer and the said Hansaraj Dua had

agreed to acquire and purchase the said plot for the consideration and upon the terms and conditions mentioned therein;

- C. The said Hansaraj Dua had made payment of Earnest Money and part consideration to the said U.H. Mahomed pursuant to the aforesaid Agreement dated 12th February, 1952;
- D. Before the sale and purchase of the said plot as per the aforesaid Agreement dated 12th February, 1952 could be completed, the said U.H. Mahomed was declared insolvent by the Hon'ble High Court, Bombay vide order dated 8th December, 1954 and his property and effects including the right, title and interest in the said plot stood vested in the Official Assignee of Bombay;
- E. The said Hansaraj Dua made the payment of the balance consideration in respect of the said plot as per the terms of the aforesaid Agreement dated 12th February, 1952 to the Official Assignee of Bombay and the Assignee of the Estate of the said U.H. Mahomed;
- F. By order dated 6th October 1956, the Hon'ble High Court, Bombay authorized the Official Assignee of Bombay and the Assignee of the Estate of the said U.H. Mahomed to adopt the said Agreement dated 12th February, 1952 and complete the transaction of sale and purchase of the said plot as per the terms contained therein;
- G. By and under a Deed of Conveyance dated 7th April, 1959 executed between the Official Assignee of Bombay and the Assignee of the Estate of the said U.H. Mahomed, therein referred to as the Vendor of the one part and the said Hansaraj Dua, therein referred to as the Purchaser of the other part and registered with the Sub-Registrar of Assurances, Bandra vide serial no. BND/738/1959, the Vendor therein sold, assigned, transferred and conveyed unto the Purchaser therein, the said plot for the consideration and upon the terms and conditions mentioned therein;
- H. Thus, the said Hansaraj Dua became the absolute and lawful owner of or otherwise well and sufficiently entitled to the said plot;
- I. The said Hansaraj Dua constructed thereon a building known as "Anupama" consisting of ground + 2 upper floors, hereinafter referred to as the "**existing building**". The said plot and the existing building are hereinafter collectively referred to as the "**said property**" and more particularly described in the **First Schedule** hereunder written;
- J. By and under a Deed of Gift dated 29th December, 2012 executed between the said Hansaraj Dua, therein the Donor, and one Rajiv Hansaraj Dua, therein the Donee, and registered with the Sub-Registrar of Assurances, Kurla vide serial no. KRL-1-12114-2012, the said Hansaraj Dua granted, transferred, released,

conveyed, assured and assigned unto the said Rajiv Hansaraj Dua, his one-half undivided share, in the said property;

- K. By and under a Deed of Gift dated 29th December, 2012 executed between the said Hansaraj Dua, therein referred to as the Donor of the one part and one Sanjiv Hansaraj Dua, therein the Donee, and registered with the Sub-Registrar of Assurances, Kurla vide serial no. KRL-1-12115-2012, the said Mr. Hansaraj Dua granted, transferred, released, conveyed, assured and assigned unto the Donee therein, his one-half undivided share in the said property;
- L. Thus, the said Rajiv Hansaraj Dua and the said Sanjiv Hansaraj Dua (the "**Owners**"), became the joint owners of the said property in entirety, each entitled to one-half undivided share, of the said property and have thereafter been in continuous possession, use and occupation of the said property. The Property Register Cards in respect of the said plot bear the names of the Owners herein;
- M. Upon an application by the Owners, the District Collector, Mumbai Suburban, by order dated 26.03.2025, was pleased to direct that the tenure of the said plot be converted from "B-1" to "C" (freehold) upon payment of a sum of Rs. 64,05,625/- which was duly paid and the tenure of the said plot now stands categorized as "C" (freehold) in the property records under the Maharashtra Land Revenue Code;
- N. The Owners being desirous of redeveloping the said property by demolishing the existing building and constructing a new building in its place purely for residential purpose, hereinafter referred to as the "**New Building**", by utilizing available primary Floor Space Index (FSI) of the said plot, Fungible FSI, Incentive FSI and by purchase of additional FSI by way of Transferable Development Rights (TDR) as also by consumption of area free of FSI (if any) as per Regulations 30 (A) of the Development Control and Promotion Regulations, 2034 ("**DCPR**") issued by Municipal Corporation of Greater Mumbai ("**MCGM**") at present in force or as may hereafter be in force from time to time, and also constructing additional area in lieu of the area comprised in lieu of staircase, lift well and other common areas of the developed building on payment of premium to MCGM and the permissible areas, approached the Developers herein who possess the requisite expertise, means, knowhow, infrastructure, managerial resources and skills in the field of redevelopment of properties with the offer for redevelopment of the said property;
- O. Vide Development Agreement dated 27th May, 2025 executed between the Owners herein, therein referred to as the Owners of the One Part, and the Developers herein, therein also referred to as the Developers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Kurla on 27/05/2025 under Serial No. Mumbai-31/13319/2025 (the "**Development Agreement**"), the Owners granted unto the Developers development rights in

respect of the said property at and for the consideration and on the terms and conditions therein contained;

- P. By a Power of Attorney dated 27.05.2025, registered with the Sub-Registrar of Assurances, Kurla under serial No. Mumbai-31/13322/2025, the Owners have empowered the Developers with the authorities and powers to do all such acts, deeds, matters and things as are required to carry out the redevelopment of the said property in terms of the Development Agreement;
- Q. Under the Development Agreement, the Developers have agreed to allot certain flats and car parkings to the Owners in the New Building, hereinafter referred to as the "**Owners' Premises**". The remaining flats and tower car parking spaces in the New Building, i.e., the flats and tower car parking spaces in the New Building other than those comprised in Owners' Premises, shall belong to the Developers, hereinafter referred to as the "**Developers' Premises**", to be dealt with by the Developers in such manner as they deem fit;
- R. The Developers have entered into a standard agreement with Mr. Ashish Patel, Licensed Surveyor, holding Licence No. P/840000092/LS. The Developers have also appointed Mr. Vikas Gokhale as Consulting Structural Engineer for providing the structural designs and drawings of the New Building. The Purchaser has accepted the professional supervision of the above referred Licensed Surveyor and Structural Engineer and/or any other Architects or Structural Engineers who may be appointed by the Developers till the completion of development of the said property for the purpose of construction and completion of the New Building;
- S. The Developers through their Licensed Surveyor submitted building plans for construction of the New Building to be known as "ANUPAMA" comprising stilt + 13 upper floors and the Developers have obtained apart from other sanctions/permissions for the purpose of carrying out the redevelopment of/construction of the New Building on the said property, the following:
 - (i) Intimation of Disapproval bearing No. P-26475/2025/(1332 1332/1 and 2)/M/W Ward/CHEMBUR-W/IOD/1/New dated 20.08.2025, a copy whereof is annexed hereto and marked as **Annexure "B"**;
 - (ii) Commencement Certificate bearing No. P-26475/2025/(1332 1332/1 and 2)/M/W Ward/CHEMBUR-W/CC/1/New dated 22.09.2025 a copy whereof is annexed hereto and marked as **Annexure "C"**;
- T. A copy of the Certificate of Title issued by Mr. K. Srinivasa Varadhan, Advocate, High Court, Bombay, certifying the title of the Society to the said Property and the development rights of the Developers in respect thereof is annexed hereto as **Annexure "D"**;

U. The Purchaser has demanded from the Developers and the Developers have given inspection of and copies to the Purchaser of all the documents of title relating to the said property, hereinbefore recited agreements and the plans, designs and specifications prepared by the Developers' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (the "**said Act**") and the Rules made thereunder as applicable for the State of Maharashtra;

V. The Purchaser having perused all the necessary documents, deeds and writings related to the title of the said property along with all other documents as specified in the said Act, and after being fully informed and satisfied about the same after taking independent legal advice, as also about the status and the plans in respect of the New Building is desirous of purchasing a residential flat bearing no. ____ admeasuring about ____ sq. ft. carpet area or thereabouts as per RERA on the ____ floor in the New Building (the "**said flat**") and has requested the Developers for allotment of the same. The said flat is more particularly described in the **Second Schedule** hereunder written. The plan of the said flat (as approved by the concerned authority) is annexed hereto as **Annexure "E"**; and

W. The Developers have agreed to sell to the Purchaser the said flat and also allot ____ car parking spaces at ____ level bearing no. ____, admeasuring ____ sq.ft. (having ____ sq.ft. length, ____sq.ft breadth and ____ ft. vertical clearance) on the terms and conditions contained herein, hereinafter referred to as the "**car parking space/s**", on the terms and conditions contained herein being the Agreement for Sale in writing as envisaged under Section 13(2) of the said Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION

In this Agreement, unless the subject or the context or otherwise requires:

- a) The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the rights and entitlements to the parties herein, this Agreement shall be read and construed in its entirety;
- b) References to the singular shall include references to the plural and vice-versa;
- c) References to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in or annexed to this Agreement (as the case may be);
- d) Reference to a particular gender does not exclude the other gender; and

e) Any reference to a statutory provision shall include such statutory provision in force from time to time and as may be amended or re-enacted from time to time.

2. PREMISES

a) The Developers shall construct the New Building on the said property in accordance with the approved plans, specifications, designs and elevations which have been seen and approved by the Purchaser with only such additions, alterations and/or modifications which have prior written consent of two-thirds of the purchasers/allottees of flats in the New Building. However, the Developers are entitled to make those additions, alterations and/ or modifications in the New Building which are required to be made by the Developers in compliance of any direction or order, etc. issued by the competent authority or statutory authority under any law of the State or Central Government, for the time being in force without the consent of the purchasers/allottees of flats in the New Building including the Purchaser herein.

b) The Developers hereby agree, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase and acquire from the Developers on what is commonly known as "ownership basis" the said flat being residential flat admeasuring about _____ sq. ft. carpet area or thereabouts as per RERA on the ___ floor of the New Building to be known as "Anupama" at or for the purchase price of Rs. _____/- (Rupees _____ only) (the "**Purchase Price**").

c) RERA carpet area shall mean the net usable floor area of the said flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flat. The Purchaser agrees that the carpet area is calculated on bare shell basis, i.e., prior to application of any finishing material and is subject to tolerance of +/- 3% on account of structural design and construction variations.

d) If upon actual measurement of the said flat at the time of taking possession thereof, there is any shortfall of upto 3% in the carpet area of the said flat, then the Developers shall compensate for such shortfall of carpet area at the rate of Rs. _____/- (Rupees _____ only) per sq. ft. of carpet area and the same shall be paid by the Developers along with the Possession Letter (defined hereinafter) or adjusted against the amount to be paid by the Purchaser upon possession of the said flat. If upon such actual measurement of the said flat at the time of taking possession thereof, there is any excess of upto 3% in the carpet area of the said flat, then the Purchaser shall compensate the Developers for such excess of carpet area at the rate of Rs. _____/- (Rupees _____ only) per sq. ft. of carpet area and the

same shall be paid by the Purchaser at the time of taking possession of the said flat.

- e) Under the Development Agreement it is agreed by and between the Owners and the Developers that except Eighteen (18) car parkings which shall be allotted to the Owners, all the other car parking spaces, shall belong to the Developers who alone shall be entitled to alienate and dispose off the same in such manner as they may deem fit and proper. Acceding to the request of the Purchaser, the Developers hereby agree to allot to the Purchaser, ____ car parking space at ____ level/tower car parking bearing no. ____ admeasuring ____ sq.ft. (having ____ ft length*____ ft. breadth *____ ft vertical clearance) on the terms and conditions agreed between the parties. The Purchaser shall use the car parking space only for parking his car. A copy of the parking layout plan as approved by MCGM is annexed hereto as **Annexure "F"**. The Purchaser acknowledges that the said flat and the car parking space referred to above shall be held by the Purchaser as one composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.
- f) The Purchase Price is a negotiated price and has been arrived at between the parties after mutually agreed credit for GST input credits. The Purchaser agrees that the Purchase Price above excludes Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said flat up to the date of handing over the possession of the said flat which shall be separately borne and paid by the Purchaser. The Purchaser hereby indemnifies and keeps indemnified the Developers from all costs incurred by the Developers in respect of Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said flat up to the date of handing over the possession of the said flat.
- g) The Purchase Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, 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 from time to time. The Developers undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3. PAYMENT OF PURCHASE PRICE

a) Out of the Purchase Price of Rs. _____/- (Rupees _____ only), the Purchaser has, on or before the execution of this Agreement, paid a sum of Rs. _____/- (Rupees _____ only) towards part payment of the Purchase Price, the payment and receipt whereof the Developers do hereby agree, admit, acknowledge, acquit and release the Purchaser of and from the same forever. The Purchaser shall pay the balance Purchase Price of Rs. _____/- (Rupees _____ only) plus the applicable GST of 5% thereon as per the schedule given hereunder, time being the essence of the contract:

Schedule for Payment	Purchase Price (%)	Amount (Rs.)
on or before execution of this Agreement	10*	
on Plinth completion	35	
on completion of 2 nd slab	5	
on completion of 4 th slab	5	
on completion of 7 th slab	5	
on completion of 10 th slab	5	
on completion of 13 th slab	5	
on completion of walls, internal plaster, floorings, doors and windows of the said flat	5	
on completion of sanitary fittings, staircases, liftwells, lobbies upto the floor of the said flat	5	
on completion of external plumbing, external plaster, elevation, terrace with waterproofing	5	
on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	10	
on Possession with OC	5	
TOTAL	100	

*including the amount already paid as per clause (a) above

b) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.(Rupees.) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the

same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

(Note) For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.)

- c) The Developers may, at their sole discretion, provide a rebate for early payment of instalments by discounting such early payments @10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser.
- d) 1% (one per cent) of the Purchase Price shall be deducted by the Purchaser against the aforesaid part payment of Purchase Price and each further instalment of the Purchase Price as above towards Tax Deducted at Source and paid to the Government within the time stipulated in that regard in the Income Tax Act, 1961 and the certificate in respect thereof shall be furnished to the Developers. The payments by the Purchaser in respect of the aforesaid instalments shall be net of the said 1% TDS.
- e) The Developers shall periodically intimate to the Purchaser, the amount payable as stated in the Payment Plan and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation, time being of the essence. In addition, the Developers shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- f) Any default in payment of any of the instalment amounts as set out hereinabove on their respective due dates, shall amount to a breach/default on the part of the Purchaser of the terms of this Agreement and the Purchaser shall be liable to pay interest to the Developers on the unpaid amount at the rate specified in the Rules under the said Act. Without prejudice to the rights of the Developers to charge interest as above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Developers shall at their own option, may terminate this Agreement:

PROVIDED THAT the Developers shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the

Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developers **after deducting a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as liquidated damages, other amounts that are due from the Purchaser and the interest liabilities.**

- g) The Purchaser authorizes the Developers to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Developers may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developers to adjust his payments in any manner.
- h) Notwithstanding anything herein contained or any other communication addressed by the Developers to the Purchaser either prior to or after the execution of this Agreement, the Developers shall have the first lien and charge on the said flat agreed to be purchased by the Purchaser, in respect of any amount due and payable by the Purchaser to the Developers or otherwise under the terms and conditions of this Agreement.
- i) Under no circumstances shall the Purchaser be entitled to possession of the said flat unless and until all payments required to be made under this Agreement by the Purchaser have been made to the Developers and other obligations, terms and conditions agreed by the Purchaser and mentioned in this Agreement are carried out fully by the Purchaser.
- j) Subject to the conditions herein contained, sale and transfer of the said flat by the Developers in favour of the Purchaser shall be complete only after all the amounts payable by the Purchaser in terms of this Agreement are paid in full by the Purchaser to the Developers and possession of the said flat is offered by the Developers to the Purchaser.
- k) The Purchaser shall not be liable to pay any amount other than that is stated to be payable by them in these presents.

4. ADDITIONAL PAYMENTS

a) The Purchaser shall on demand made by the Developers prior to handing over possession of the said flat, pay to the Developers the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser in terms of clause 3 above:

- i. Rs. ____/- (Rupees _____ only) for formation and registration of the Entity/Organisation (defined hereinafter) including share application money/admission/membership fee.
- ii. Rs. ____/- (Rupees _____ only) towards 3 (three) months' maintenance charges commencing from 30 days from the Possession Date (defined hereafter).

b) The Developers shall utilise the sums received under clause (a) above towards payment of Municipal Taxes, maintenance charges and other outgoings for a period of _____ months commencing from the Possession Date (defined hereafter). After the Entity/Organisation takes over the management of the New Building, the Developers shall hand over the balance, if any, to the Entity/Organisation. It is expressly agreed and understood that till such time the Entity/Organisation takes over the management of the New Building, the Developers shall be entitled to undertake management and maintenance of the said property and the New Building either by themselves or through a property management agency appointed by it (hereinafter referred to as the "**Property Manager**"), and in such case the Developers and/or the Property Manager (as the case may be) shall be paid the necessary fees and charges for services rendered by them. The Purchaser shall be liable to bear and pay to the Developers or the Entity/Organisation, as the case may be, the proportionate quarterly share (i.e. in proportion to the carpet area of the said flat to the total carpet area of all the flats in the New Building) of outgoings in respect of the said property namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Development charges, service charges/taxes (as applicable), insurance charges and water charges and the Purchaser shall be liable to bear and pay in proportion to the number of units the common lights, salaries of clerks, bill collectors, chowkidars, sweepers, charges for maintenance and repair of lift and water pumps and all other expenses necessary and incidental to the management and maintenance of the said property and the New Building and the Purchaser further agrees that till the Purchaser's share is determined the Purchaser shall pay to the Developers or the Entity/Organisation, as the case may be, a provisional quarterly contribution as may be decided by the Developers or the Entity/Organisation, as the case may be, towards the outgoings regularly on the 5th day of the first month of each quarter in

advance and shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest. It is the express intention of the parties that irrespective of the fact whether the Purchaser takes possession of the said flat or not, the Purchaser shall, without any dispute or objection pay and discharge his share of outgoings from the Possession Date (defined hereafter) and the decision of the Developers as regards the time, period and the proportion of the amount demanded shall be conclusive, final and binding upon the Purchaser.

- c) The Purchaser also agrees, prior to taking possession of the said flat, to pay any additional taxes, levies, Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said flat.

5. AMENITIES/FACILITIES

- a) The fixtures, fittings and amenities to be provided by the Developers in the New Building and the said flat are those that are set out in the **Third Schedule** hereunder written and the Purchaser confirms that the Developers shall not be liable to provide any other fixtures, fittings and amenities in the New Building and the said flat.
- b) The Developers will hand over the warranties/guarantees in respect of the fixtures and fittings at the time of handing over possession of the said flat and the Purchaser shall directly interact with the manufacturer/service outlets for any complaints in respect thereof.
- c) It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said flat and the nature, extent and description of such common areas and facilities is set out in the **Third Schedule** hereunder written. It is hereby agreed that the Developers have the exclusive right of allotment of terraces/attached/part terraces and other spaces and open spaces within the said Property, the New Building to one or more person/s of their choice except the common areas and facilities set out in the Third Schedule. It is hereby agreed that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and all other areas are restricted or reserved areas and facilities.
- d) In respect of tower car parking, the Developers may, at their discretion, provide valet services for car parking for the common use and benefit of the purchasers of flats in the New Building and in such an event, the Purchaser shall be liable to pay usage and service charges of the valet services and the same shall be included in the maintenance charges.

6. POSSESSION

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of 20 . If the Promoter fails or neglects to give possession of the Apartment 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 Apartment with interest at the same rate as may be mentioned in the clause herein 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 for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- (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.

(a) 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 within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, 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 Clause 1(a) of this Agreement.

(b) On and after the Possession Date the Purchaser shall not raise any disputes or complaints in respect of the finishes, specifications and construction of the said flat or in respect of any works therein that are alleged to have remained incomplete, or not rectified, or made good by the Developers and the Purchaser shall not do or omit to be done anything in the said flat and/or upon the said Property, and the New Building whereby: (i) The Developers' performance of its then subsisting obligations is affected in any manner and/or (ii) the Occupation Certificate that has been obtained in respect of the New Building is affected in any manner and/or (iii) any loss or damage is caused to the New Building. Accordingly, as and when required by the Developers, the Purchaser shall execute in favour of the Developers, a written undertaking in respect thereof (in terms of a draft prepared by the Developers).

(c) As and from the Possession Date the Purchaser shall be liable to bear and pay to the Developers the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said Property and the New Building namely local taxes, betterment charges

or such other levies by the concerned local authority and/or Government, Development charges, service charges/taxes (as applicable), insurance charges and water charges and the Purchaser shall be liable to bear and pay in proportion to the number of units the common lights, salaries of clerks, bill collectors, chowkidars, sweepers, charges for maintenance and repair of lift and water pumps and all other expenses necessary and incidental to the management and maintenance of the said Property and the New Building. Until the Entity/Organisation takes over the management of the New Building from the Developers, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined and after the Entity/Organisation takes over the management of the New Building and the Purchaser becomes a member thereof, the Purchaser shall pay the said outgoings to the said Entity/Organisation. The Purchaser further agrees that till the Purchaser's share is determined the Purchaser shall pay to the Developers provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month towards the outgoings. Subject to the provisions of clause 4 (a) (ii), (i.e. regarding three months' charges) the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest.

7. PURCHASER'S COVENANTS

The Purchaser with intention to bind and bring in all persons into whosoever hands the said flat may come, doth hereby covenant with the Developers as follows:

- (a) To use the said flat only for residential purpose. The Purchaser shall not create any nuisance and/or use or permit to be used the said flat for any illegal or unlawful purpose. The space provided for the entrance of the New Building shall be used as entrance only and the Purchaser shall not use the same in any other way except for entering the New Building.
- (b) To use the car parking space only for parking cars of the Purchaser.
- (c) To maintain the said flat at Purchaser's own cost in good tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffer to be done anything in the New Building in which the said flat is situated or change, alter or make additions in or to the New Building in which the said flat is situated and in the said flat itself or any part thereof which may be against the rules, regulations or bye laws of concerned local or any other authority.

- (d) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said flat is situated or storing of goods which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the lifts, staircases, common passages or any other structure of the New Building in which the said flat is situated including entrances of the New Building and in case any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (e) To carry at his own cost all internal repairs to the said flat and maintain the said flat in the condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the New Building in which the said flat is situated or the said flat which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchaser omitting any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (f) Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any addition or alterations of whatever nature in or to the said flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the New Building in which the said flat is situated and shall keep the portion, sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the New Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, walls or other structural members in the said flat without the prior written permission of the Developers and/or the Entity/Organisation.
- (g) **Not to enclose the balconies/elevation project attached to the said flat.**
- (h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property, the New Building or any part thereof or whereby any increase premium shall become payable in respect of the said insurance.
- (i) 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 Property and the New Building.

- (j) Not to use the refuge areas in the New Building for any purpose whatsoever as the same is provided as a refuge in case of fire.
- (k) To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the New Building.
- (l) To pay to the Developers within fifteen days of demand by the Developers their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the New Building in which the said flat is situated.
- (m) 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.
- (n) Not to transfer or assign or let/license the interest in or benefit of this Agreement until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the prior consent of Developers or the Entity/Organisation, as the case may be, in writing to the same.
- (o) To permit the other purchasers or member allottees of flats in the New Building to use and pass through the internal roads and path-ways provided on the said Property.
- (p) The Purchaser shall observe and perform all the rules, regulations and bye-laws of the Entity/Organisation as adopted by the Entity/Organisation from time to time for protection and maintenance of the New 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Entity/Organisation regarding the occupation and use of the said flat and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (q) The Purchaser shall permit the Developers and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Property and the New Building or any part thereof to view and examine the state and condition thereof.

- (r) Not to alter or affix grills from outside the windows or at any place which affects the structure, façade, uniformity, aesthetics of the exterior and/or elevation of the New Building in any manner whatsoever.
- (s) To abide by the terms and conditions attached to the various sanctions/permissions/NOC/Orders set out in the Recitals hereinabove and not to do any act, deed or thing in violation thereof.
- (t) To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by the Developers or Government of Maharashtra or any statutory/public body or authority in respect of the New Building.
- (u) To maintain the external elevation of the New Building in the same form as constructed by the Developers and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI in the plans already approved.
- (v) To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developers and of the purchasers/member allottees of other flats in the New Building.
- (w) Not to hang clothes, garments or any other things from the windows, grills, balconies, etc.
- (x) The Purchaser is aware that while sanctioning the plans for the New Building the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property and upon due observance and performance of which only, and for which the Developers have executed an Undertaking in favour of M.C.G.M., the Completion and Occupation Certificates in respect of the New Building shall be granted by the concerned local authority and, therefore, agrees and undertakes not to do or omit to do anything that would affect the Completion and Occupation Certificate of the New Building.

8. DEVELOPERS' COVENANTS/REPRESENTATIONS

- a) The Developers have executed a Comprehensive Undertaking dated 04.09.2025 in favour of MHADA/ M.C.GM. in respect of construction of the New Building and the Purchaser confirms that he is aware of the same and agrees to abide by the conditions, to the extent applicable to the Purchaser, mentioned therein.

- b) The New Building is being constructed with deficient open space. The Purchaser agrees and confirms that he is aware of the same and shall not raise any objection for the same at any time in future.
- c) The New Building is constructed with inadequate two - way driveway for Parking and the Purchasers will not complain in future about the said deficiency.
- d) The New Building is being constructed by utilizing the maximum permissible fungible FSI including that on the Rehab component and the Purchaser agrees and confirms that he is aware of the same.
- e) In respect of Tower car parking the manoeuvring space for the car could be inadequate. The Purchaser agrees and confirms that he is aware of the same and shall not hold anybody including M.C.G.M. responsible or liable for the failure of the tower car parking and the inadequate manoeuvring space.
- f) The Developers assure that the said flat mentioned herein being purchased by the Purchaser shall be legally compliant in all respects with proper FSI and other permissions.
- g) The Developers further represent and warrant as under:
 - i. The Owners have clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and the Developers have 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 Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said Property;
 - iii. There are no encumbrances upon the said Property or the project;
 - iv. There are no litigations pending before any Court of Law with respect to the said Property or project;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Property and the New 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 Property and the New Building shall be obtained by following due process of law and the Developers have been and

shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Property, the New Building and common areas;

- vi. The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Developers have 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 said Property including the project and the said flat which will in any manner affect the rights of the Purchaser under this Agreement;
- viii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the said plot together with the New Building to the Entity/Organisation, the Developers shall hand over lawful, vacant and peaceful, physical possession of the common areas of the New Building to the Entity/Organisation;
- x. The Developers have 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; and
- 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 Developers in respect of the said Property and/or the project.

9. DEVELOPERS' RIGHTS

It is hereby expressly agreed by and between the parties hereto that:

- (a) The Purchaser acknowledges and agrees that he is and shall be entitled to the said flat only as herein provided.
- (b) The total carpet area of the said flat shall at all times continue to remain _____ sq. ft. RERA carpet area and shall have no relation whatsoever to the area of the said plot of land underneath the New Building.

(c) The Developers hereby declare that the Floor Space Index available as on date in respect of the project land is 519.05 square meters only and the Developers have planned to utilize Floor Space Index of 0.75 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the said Project. The Developers have disclosed the Floor Space Index of 2767.58 sq. mtrs. ("**Total FSI**") as proposed to be utilized by them on the project land in the said Project and the Purchaser has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Developers by utilizing the Total FSI and on the understanding that the declared Total FSI shall belong to Developers only. **All benefits on account of any increase in the Total FSI that may become available or may be generated on or in respect of the said Property or any part thereof or similar right shall remain with the Developers till the completion of construction of the New Building and receipt of Occupation Certificate in respect thereof and thereafter, with the Entity/Organisation.**

(d) The Developers shall be entitled, at its costs and risk to avail of loans and credit facilities etc. from banks, financial and credit institutions and/or any other persons, inter alia, for the development of the said Property, and on a principal-to-principal basis to create any mortgage, charge, lien, and/or other security interest over and in respect of the development rights and Developers' Premises in the New Building including the said flat and the car parking space attributable thereto; provided that the Developers shall obtain an NOC from the banks, financial and credit institutions and/or any other persons concerned for the sale of the said flat in favour of the Purchaser as per these presents, releasing the said flat from the purview of the charge of the banks, financial and credit institutions and/or any other persons concerned on or before execution and registration of this Agreement and shall have the mortgages, charges and security interest created by them over the Developers' Premises in the New Building duly released before offering possession of the flats comprised in the Members' Premises with Occupation Certificate. In this regard, the Developers shall be freely entitled and at liberty to sign, execute, take delivery of, and register (if required) all deeds, documents, instruments, contracts, agreements and writings, including, without limitation, mortgage deed/s, loan agreement/s etc. provided that the Developers shall be the principal debtor and it shall be the sole liability and responsibility of the Developers to repay such loan amounts/credit facilities with interest, costs, charges and expenses thereon. The Developers confirm that there is no mortgage, charge, lien, and/or other security interest over and in respect of the said flat.

- (e) Except in respect of the said flat hereby agreed to be acquired by the Purchaser and the car parking space allotted to the Purchaser as mentioned hereinabove, the Purchaser shall have no claim whatsoever in any other flats or car parking spaces on the said Property or any part thereof. Any terrace, balcony spaces, sky decks, domestic toilets, etc. forming a part of any of the flats shall form a part of the respective flats/premises to which they relate or are attached, and shall be exclusively owned, held, possessed, used, occupied and/or enjoyed (as the case may be) by the occupiers thereof. However, the top-most terrace of the New Building and the refuge areas thereof shall always be treated as common areas and its use shall be as regulated by the Entity/Organisation.
- (f) The Developers shall always be entitled to sign on behalf of the Purchaser, undertakings and indemnities required by the concerned authority or any State or Central Government authority or Competent Authority under any law concerning construction of the New Building without, however, in any manner affecting the rights of the Purchaser. The Purchaser hereby expressly agrees to ratify, confirm and abide by and fulfil any such undertakings and indemnities executed or given by the Developers.
- (g) The name of the New Building shall be “**ANUPAMA**” and the name of the Entity/Organisation shall be _____ CHS Ltd. or as decided by the Developers.
- (h) The Developers shall always have the right to permanently install/display two plaques or signage each of two (2) square meters size, at the entrance and/or on the compound wall and/or on the top-most terrace of the New Building publicizing/promoting the name of the New Building and the Developers.

10. ENTITY/ORGANISATION

- a. The Purchaser along with other purchasers/allottees of the units/premises of the New Building shall join in forming and registering an Entity/Organisation being Cooperative Housing Society/Condominium/Company consisting of the Purchaser along with other purchasers/allottees of the units/premises in the New Building to be known by such name as the Developers may decide. For this purpose, the Purchaser shall from time to time sign and execute the application for registering and/or membership and other papers and documents necessary and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the Entity/Organisation. No objection shall be taken by the Purchaser

if any changes or modifications are made in the draft bye-laws/Memorandum and Articles of Association, as the case may be, as may be required by the competent authority.

- b. All the purchasers/allottees of the units/premises in the New Building shall be admitted as members of the Entity/Organisation and they shall all have the common use, enjoyment and benefit of all the Common Amenities Facilities on the same footing/basis.
- c. The Developers shall, if necessary, become a member of the Entity/Organisation in respect of unsold flats comprised in the Developers' Premises. If the Developers assign and/or transfer and/or dispose off such flats at any time to anybody, the assignee, transferee and/or the purchasers thereof shall become the member(s) of the Entity/Organisation in respect of the said flats. The Purchaser and the Entity/Organisation will not have any objection and will not charge any transfer fees to admit such assignee or transferee or the purchasers as the members of the Entity/Organisation.
- d. Within three months from the date of the formation and registration of the Entity/Organisation, the Developers/Owners shall execute a registered conveyance deed/declaration, as the case may be, unto and in favour of the Entity/Organisation and convey the said plot and the New Building along with all Common Amenities and Facilities to the Entity/Organisation. Simultaneously the Developers shall hand over the management of the New Building and the documents and plans to the Entity/Organisation.
- e. All documents necessary for the formation and registration of the Entity/Organisation and for conveyance of the said plot and the New Building, free of encumbrances, along with all Common Amenities and Facilities to the Entity/Organisation shall be prepared by the Advocates & Solicitors of the Developers. All costs, charges and expenses including stamp duty and registration charges in connection therewith shall be borne and paid in proportion therewith by all the purchasers/allottees of the units/premises in the New Building including the Purchasers.
- f. Until the management of the New Building is taken over by the Entity/Organisation as hereinabove mentioned, the control and management including collection of outgoings and disbursement of payments concerning the New Building and all Common Amenities and Facilities pertaining thereto shall vest with the Developers and the Purchasers along with other purchasers/allottees of flats/premises will have no objection to the same.

11. DEFECT LIABILITY

If within a period of five years from the date of handing over the said flat to the Purchaser, the Purchaser brings to the notice of the Developers any

structural defect in the said flat or the New Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the said Act.

12. NOTICES

Notices to be served on the Purchaser and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developers by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser	
Address of Purchaser	
Email ID	
Name and address of Developers	Shree Krishna Majestic LLP Sethna Manor, 6 th Floor, Plot No. 369, 6 th Road, Chembur, Mumbai – 400 071
Email ID	shreekrishnaproperties@gmail.com

It shall be the duty of the Purchaser and the Developers 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 Developers or the Purchaser, as the case may be.

13. DEVELOPERS NOT TO MORTGAGE OR CREATE A CHARGE

After the Developers execute this Agreement, they 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 rights and interest of the Purchaser.

14. DISPUTE RESOLUTION

Any dispute between the parties hereto shall be settled amicably failing which it shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

15. GOVERNING LAW

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

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

15 (A) Agent Clause

In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/both, as the case may be, in accordance with the agreed terms of payment.".

16. BINDING EFFECT

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

17. ENTIRE AGREEMENT

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

18. RIGHT TO AMEND

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

19. APPLICABILITY OF AGREEMENT

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising under this Agreement shall be applicable to and enforceable against any subsequent

purchasers/allottees in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

20. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment in common with other purchasers in the Project, 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 Project.

22. FURTHER ASSURANCES

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

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developers through their authorized signatory at the Developers' office, or at some other place which may be mutually agreed between the Developers and the Purchaser in Mumbai after the Agreement is duly executed by the Purchaser and the Developers 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 OF THIS AGREEMENT

The Purchaser and/or Developers shall present this Agreement at the proper registration office of registration within the time limit prescribed by the

provisions of the Registration Act, 1908 and the Developers will attend such office and admit execution thereof.

25. JOINT PURCHASERS

In case there are joint Purchasers all communications shall be sent by the Developers to the Purchaser 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 Purchasers.

26. OTHER PROVISIONS

- (i) The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Developers have entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developers and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.
- (ii) The terms and conditions of this Agreement shall be binding on all transferee(s)/Assignee(s) from time to time of the said flat, and shall be enforceable against all such transferees.
- (iii) 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 or of the New Building or the said Property or any part hereof. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the said flat hereby agreed to be sold to him and the car parking allotted to him and the right to use and enjoy the Common Amenities and Facilities as provided in this Agreement.
- (iv) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the

part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

- (v) This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, and shall be subject to the jurisdiction of the Courts of competent jurisdiction at Mumbai.
- (vi) This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules made thereunder as applicable for the State of Maharashtra. An authenticated copy of the Registration Certificate of the Project granted by MahaRERA is annexed hereto as **Annexure "H"**.
- (vii) After the Purchaser is permitted to enter upon the said flat, if any additions or alterations in or about or relating to the said flat or the New Building are thereafter required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Purchaser in co-operation with the purchasers and allottees of the other flats/units in the New Building at their own costs and the Developers shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.
- (viii) The stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.
- (ix) The Purchaser shall, at his risk and responsibility, and on a principal-to-principal basis, be entitled to borrow funds from any financial institution, bank, organisation, employer and/or other persons, by creating a mortgage, charge, lien and/or other security upon the said flat and/or his right, title and interest therein. The repayment of such loans and the interest and other costs, charges and expenses thereon shall be the sole liability and responsibility of the Purchaser and the Developers and/or the Entity/Organisation and/or the existing members of the Entity/Organisation shall not be liable or responsible for the same. Without any liability or responsibility of the Developers, the Developers hereby grant its consent and no objection to the Purchaser for creating such mortgage, charge, lien and/or other security interests upon the said flat and/or his right, title and interest therein.
- (x) It is abundantly made clear to the Purchaser that if the Purchaser or any one of them is NRI/foreign national of Indian origin, in respect of all remittances, acquisitions/transfer of the said flat, it shall be his sole responsibility to comply with the provisions of FEMA, 1999 or statutory enactments or amendments thereof, and the rules and regulations of RBI

or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchaser understands and agrees that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by RBI he alone shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Developers accept no responsibility in this regard and the Purchaser agrees to indemnify and the keep the Developers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands and signatures and duly executed and delivered this Agreement on the day and year first above written.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

(Description of the said property)

ALL THAT piece or parcel of land or ground situate lying and being in Chembur bearing plot no. 374, Suburban Scheme No. III Chembur, C.T.S. No. 1332, 1332/1 & 1332/2 admeasuring 792 sq. yards equivalent to 662.9 sq. mtrs. [692.5 sq. mtrs. as per the property card] of Revenue Village : Chembur, Taluka : Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the existing building known as "Anupama" consisting of ground + 2nd upper floors standing thereon. and bounded as follows:

On or towards North	:	Plot No. 373
On or towards South	:	Plot No. 375
On or towards East	:	6 th Road
On or towards West	:	Plot No. 376

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**(Description of the New Flat)**

ALL THAT piece or parcel of residential flat bearing No. ____ admeasuring ____ sq. ft. RERA carpet area on the ____ floor together with ____ tower car parkings in the New Building being constructed on the said property described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITES

A) Description of the common areas provided:

	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of common area provided
i.				
ii.				
iii.				

B) Facilities/amenities provided/to be provided within the building including in the common areas of the building:

	Type of facilities/amenities provided	Phase name/number	Proposed date of Occupancy Certificate	Proposed date of handing over to the Entity/Organization	Size/area of common area provided	FSI utilized or free of FSI
i.						
ii.						
iii						

C) Facilities/amenities provided/to be provided within the layout and/or common area of the layout:

	Type of facilities/amenities provided	Phase name/number	Proposed date of Occupancy Certificate	Proposed date of handing over to the Entity/Organization	Size/area of common area provided	FSI utilized or free of FSI
i.						
ii.						
iii						

D) The size and location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/ to be provided within the plot and/or within the layout:

Type of open spaces (RG/PG) provided	Phase name/number	Size/area of common area provided	Proposed date of availability for use	Proposed date of handing over to the common organization
i.				
ii.				
iii				

E) Details and specifications of the lifts:

Type of lift (passenger/service/stretcher/goods/fire evacuation/any other)	Total no. of lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)
i.			
ii.			
iii			

SIGNED, SEALED AND DELIVERED)
 by the withinnamed "**Developers**")
SHREE KRISHNA MAJESTIC LLP)
 through its Designated Partner)
MR. SUNDEEP ANAND JAGASIA)

LH Thumb Impression & Signature

SIGNED AND DELIVERED)
 by the withinnamed "**Purchaser**")
 _____)

LH Thumb Impression & Signature

in the presence of

RECEIPT

RECEIVED of and from the within named Purchaser the sum of Rs. _____/- (Rupees _____ only) towards part payment of purchase price as per clause 3(a) hereinabove as per details hereunder:

Sl. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1				
2				
3	T.D.S.			
		TOTAL		

We say received.

For **Shree Krishna Majestic LLP**

Designated Partner

Dated this ____ day of _____

BETWEEN

Shree Krishna Majestic LLP...Developers

AND

_____ **...Purchaser**

AGREEMENT FOR SALE

Flat No. ____, ____ floor,

“Anupama”