# AGREEMENTFORSALE

**THIS AGREEMENT** (“this Agreement”) is made and entered into atMumbai on this \_\_\_\_ day of February in the Christian Year Two Thousand and Twenty-Five (2025)

**BETWEEN**:

**M/S. KAMS REALTORS**, (assessed to Income Tax in India under **PAN NO.AAYFK0008N**), a Partnership Firm registered under the Partnership Act 1932, having its registered office at A/1, Ground Floor, ShantiniketanChs Ltd., LBS Road, Ghatkopar West, Mumbai – 400086. hereinafter referred to as**“THE PROMOTER”** (which expressionshall, unless it be contrary or repugnant to the context or meaning thereof, be deemed to mean and include the said Firm, its partners for the time being and heirs, executors and administrative of the lastsurviving partner and includes its successors and assigns) of the **ONE PART**;

**AND**

**MRS. SHALVI SHATRUGHNA KUBAL**, aged about 36 years, (assessed to Income Tax in India under **PAN NO. AMBPT9936D**), AND **MR. SHATRUGHNA KRISHNA KUBAL**, aged about 39 years, (assessed to Income Tax in India under **PAN NO. BAGPK2645Q**), bothadults, Indian Inhabitant having address at 224-K-2, Near Post Office, Tarkarli, VTC :Tarkarli, PO : Tarkarli, Sub District : Malwan, District : Sindhudurg, Maharashtra – 416 606. hereinafter collectively referred to as “**THEALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals his/her/their/its heirs and legal representatives, in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being and in the case of Hindu Undivided Family (HUF) its Karta, Coparceners and members) **OF THE OTHER PART**;

(The Promoters and the Allottee/s are collectively referred to as “Parties” and individually as “Party”).

**Whereas-I**

a. by a Deed of Conveyance dated 08thday of June 2022 made and executed by and between Mr. Anil Gopinath Nair of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale, transfer and conveyance to the Promoter an immovable property being piece or parcel of freehold land admeasuring 665.1 sq. mtrs. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”) and land bearing CTS No.1281 lying and being survey No.30, hissa No.1 of Village Kanjur in the Registration sub-District of Mumbai and which was registered at the office of Sub-Registrar at Kurla-I under serial No. KRL-1/10507/2022 dated 8th June, 2022 and the concerned Registering Authority has also, issued Index-II thereof.

b. The aforesaid property is entirely encroached by 28 encroachers/slum dwellers and has been declared as slum area SLM.1077/277/G and by Maharashtra Government Gazette Notification dated August 16, 1979/Shravan 25,SK1909.

c. The promoter shall develop the said property under Slum Rehabilitation scheme as per 33(10) of DCPR 2034 and shall provide free of cost flats to each eligible Slum dwellers as per the norms of DC regulation 33(10).

d. the said property has been affected by DP road widening as per the MCGM DP 2034 remarks u/r. no. Ch.E/DP34202110111350392 dtd. 14/10/2021.

**Whereas II**

**a.** the said Shramasaflya Co- operative Housing Society Ltd having 36 members had sold, transfer and conveyance all the said piece of land area admeasuring about 2832.77 sq. mtrs along with hereditaments and premises situated at Survey No. 27/5, CTS No. 1282, situated at Kanjur Village, Tal. Kurla, Dist. Mumbai (hereinafter referred to as “the said property”) and more particularly described in the schedule hereunder underdeed of Conveyance dated 08th day of June 2022 and same was registered Under No.KRL-1/10508/2022 and the concerned Registering Authority has also, issued Index-II thereof**;**

**b.** the said property is entirely encroached by 106 encroachers/slum dwellers by and has been declared as slum area SLM.1077/277/G and by Maharashtra Government Gazette Notification dated August 16, 1979/Shravan 25,SK1909.

**c.** The promoter shall develop the said property under Slum Rehabilitation scheme as per 33(10) of DCPR 2034 and shall provide free of cost flats to each eligible Slum dwellers as per the norms of DC regulation 33(10).

**d.** the plot of land area is 2832.77sq Mtrs and the said property has been affected by DP road widening as per the MCGM DP 2034 remarks u/r. no. Ch.E/DP34202110111350392 dtd. 14/10/2021.

# WHEREAS- III

a. the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**b.** The details pertaining to the titles/rights/entitlements of the Promoter for development of the said Property are more specifically detailed in the Title Report dated 27.04.2023 issued by the Advocates of the Promoter.

**c**. In the aforesaid circumstances, the Promoter is fully entitled to re- develop the said Property and construct building/s thereon in accordance with the plans sanctioned by Slum Rehabilitation Authority **(“SRA”) (“SANCTIONING AUTHORITY”)** under regulation 33(10) or any other regulation of Development Control and Promotional Regulation-2034 (“DCPR, 2034”) and sell its entitlement of constructed premises under the said Agreement to its Purchaser. The Promoter has obtained the following permissions from SRA for re-developments of the said Property namely:-

**i**. Letter of Intent (**“LOI”**) dated 13th January, 2023 bearing No.S/PVT/0187/20220621/LOI for proposed construction of the buildings on the aforesaid Property on the terms and conditions stated therein and in accordance with the LOI issued by SRA; and

**ii**. Intimation of Approval (**“IOA”**) dated 30th January, 2023 bearing No. S/PVT/0187/20220621/AP/COM-1 for proposed construction of the building on the said plot on the terms and conditions stated therein and in accordance with the plans (***“Building Plan”***) approved by SRA alongwith IOA; and

**iii**. Commencement Certificate **(“CC”)** for composite building No.1(Sale Wing A & Rehab Wing B) under serial No.MH/EE/(BP)/GM/SRA-29/1251/2023/CC/1 dated 18th April, 2023 for commencing the construction of new building on the aforesaid plot of land.

1. Pursuant to the said Deed and in accordance with the plans sanctioned by the Sanctioning Authority, the Promoter is in process of redeveloping the said Property by demolishing the said Building/s and is constructing thereon the said New Building/s on the said Property in phase wise and first composite building No.1 to be known as **“Krystel by Kams Realtors”**consisting, *inter alia,* of Comprising of Sale Building Wing “A” and Rehab Wing “B” and sale building consist ofBasement floor + Commercial space on Ground Floor and first floor + Residential flats/apartments on Second floor to 21st Floors or more in accordance with the approvals of the concerned authorities and applicable law, rules and regulations (“the said New Building/s”).
2. the promotors have proposed for the further construction on the project land, a commercial cum residential building project Known as **“Krystel by Kams Realtors”**forcommercialcumresidential use, on OWNERSHIP BASIS to prospective buyers.
3. the allottee(s) is/are offered a flat bearing number 501area admeasuring about 327Sq.Ft.Rera Carpet On5th Floor (hereinafter referred to as said “flat”) in the sale wing “A” of composite building No.1 project to be called **“Krystel by Kams Realtors”** (hereinafter referred to as said “Building”) being constructed of the said Project by the Promoters.
4. The Promoter has entered into a standard agreement with an Architect, registered with the Council of Architects as prescribed by the Council of Architects. The Promoter has appointed structural Engineers for the preparation of the structural design and drawings of the said New Building/s and the Development of the said Property shall be under the professional supervision of the Architects and the structural Engineers till completion of the said New Building/s. The Promoter is entitled to appoint any other licensed architects/surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project.
5. by virtue of the conveyance /Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
6. The Promoter, as the Developer of the said Property, alone has the sole and exclusive right to sell the units in the said New Building/s to be constructed on the said Property (after providing to the said eligible Tenant as per SRA Annexure-II and to enter into agreement/s with the Purchaser/s of the said premises in the said New Building/s to be constructed thereon and to receive the purchase price/sale consideration in respect thereof.
7. The development of the said Property proposed as a “real estate project” by the Promoter has been registered as a “real estate project” (“the Real Estate Project”) with the Real Estate Regulatory Authority (“Authority”), under Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) readwith the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“RERA Rules”). The Authority has duly issued Certificate of Registration for the Real Estate Project bearing No. P51800051412 dated 8TH JUNE, 2023 and is hereinafter referred to as the “RERA Certificate”.
8. The Allottee has demanded inspection/information from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title including the said agreement by which the Promoter has acquired right, title and interest to develop; all the approvals and sanctions issued by relevant authorities for the development of the Subject Properties/the Real Estate Project; such other documents as are specified under RERA and the Rules and Regulations made thereunder and all other documents as demanded by the Allottee.
9. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its advisors and consultants. The Allottee has agreed and consented to the development of the said Property and has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules.
10. The Allottee has perused copies of all the permissions and sanctions, location plan and sanctioned plans which interalia specifies the location of the said New Building/s to be built on the said Property together with a proforma specifying the total FSI proposed to be utilized on the same and also, the locations where common areas, facilities and amenities, reservations and other open and built-up spaces are proposed to be situated.
11. The Promoter has got all approvals from the SRA/MCGM and other concerned authorities for constructing the said New Building/s on the said Property and shall time to time obtain the balance approvals from various authorities, so as to obtain Occupation Certificate or Building Completion Certificate whichever is earlier for the said New Building/s.
12. While sanctioning the plans, approvals and permissions as referred hereinabove, the sanctioning authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real EstateProject shall be granted by the competent authority.
13. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans, approvals and permissions on the said Property approved from the Sanctioning Authority, as referred hereinabove.
14. The Allottee is desirous of purchasing on ownership basis, residential premises/flat bearing No.501 (“the said Apartment”) admeasuring 327Sq.Ft. of RERA carpet area on the 5thFloor in the building known as **“Krystel by Kams Realtors”** and more particularly described in the **SECOND SCHEDULE** hereunder written, hereinafter referred to as “the said Premises”. The said Premises are falling within the Promoter’s entitlement under the said agreement.
15. The material aspects of the development of the Real Estate Projectare:-
16. The common areas, facilities and amenities in the Real Estate Projectwhich shall be usable by the Allottee alongwith other Allottees and Occupants of the Real Estate Project are listed in the THIRD SCHEDULE hereunder written (“Real Estate Project Amenities”) and shall be completed along with the completion of the Real Estate Project;
17. The Allottee has after inspecting the said Property and satisfying documents of title have applied to the Promoter forallotment of said Premises in the said New Building/s being constructed by the Promoter on the said Property.
18. The total Floor Space Index (“FSI”) consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the Fourth Schedule hereunder written.

s. The above details alongwith the annexures to the RERA Certificate are available for inspection on the website of the Authority at [https://maharera.mahaonline.gov.in](https://maharera.mahaonline.gov.in/). MAHA RERA Registration No. P51800051412 dated 8TH JUNE, 2023.

t. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly mentioned in the Fourth Schedule hereunder written and hereinafter referred to as **“Sale Consideration”** payable by the Allottee to the Promoter in the manner set out in the **FIFTH SCHEDULE** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Fifth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby confirm, admit and acknowledge).

u The list of Annexures attached to this Agreement are stated hereinbelow: -

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| --- | --- |
| **Annexure “A”** | Copy of the legal Title Report |
| **Annexure “B”** | Copy of the demarcation planidentifying the SubjectProperty |
| **Annexure “C”** | Copy of the Property Cards |
| **Annexure “D”** | Copy of the RERA Certificate |
| **Annexure “E”** | Copies of LOI, IOA issued bySRA |
| **Annexure “F”** | Copy of Commencement Certificate issued by SRA |
| **Annexure “G”** | Copy of typical floor plan in respect of the subject Flat |

v. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. thisAgreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908 provided that the Allottee has paid all the necessary and applicable charges including but not limited toRegistration Charges as may be required for registration of this Agreement.

w. The Parties relying on the inspection, 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 entering into this Agreement on the terms and conditions as appearing hereinafter.

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

1. **RECITALS:**

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and are not intended to be in derogation of RERA.

# DEVELOPMENTOFTHESAIDPROPERTY:

* 1. The Promoter shall construct the Real Estate Project on the saidPropertymoreparticularlymentionedintheFirstSchedulehereunderwrittencomprisingoftheFloorCompositionmoreparticularly mentioned in the Fourth Schedule hereunder written inaccordance with the plans, designs and specifications as recitedhereinabove, and as approved by the Sanctioning Authority fromtimetotime.
  2. The Promoter agrees to observe, performand comply withall theterms,conditions,stipulationsandrestrictionsif any, which mayhave been imposed by the concerned local authority at the time ofsanctioningtheBuildingPlan orthereafter and shall,beforehanding over possession of the said Premises to the Allottee, obtainfromtheconcernedlocalauthorityoccupancyand/orcompletioncertificates(asmaybethecase)inrespectofthesame.
  3. The Promoter shall obtain prior consent in writing of the Allottee inrespectofanyvariationsor modifications which may adverselyaffecttheareaofthesaidPremises(asdescribedabove)oftheAllottee subject to variation in area mentioned in the clause No.3.2.
  4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Property and their intent and planning to utilize Floor Space Index by availing from planning authority available on payment of premiums or FSI available as incentive FSI or FSI available by any other name as may be available by implementing various scheme as mentioned in the Development Control and Promotion Regulations-2034 (“DCPR,2034”) or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project are as disclosed in the Fourth Schedule hereunder written. The Promoter has disclosed the Floor Space Index of 4 Plus Fungible as proposed to be utilized by them on the said Property in the Real Estate Project and the Allottee has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. The Promoter shall be entitled to use and utilize the maximum FSI, TDR and other developable benefits directly and/or indirectly available on or attached to the said Property as on the date and/or before the completion of the said Real Estate Project.

# PURCHASEOFTHESAIDPREMISESANDSALECONSIDERATION:

* 1. TheAllotteeherebyagreestopurchaseandacquirefromthePromoter, and the Promoter hereby agrees to sell to the Allottee,the said Flat as more particularly described in the SecondSchedulehereunderwrittenandshowninhatchedlinesonthetypical floor plan (Annexure “G” hereto) at and for the Sale Pricemore particularly mentioned in Fourth Schedule hereunder written.
  2. ThePromotershallconfirmthefinalcarpetareathat has beenallottedtotheAllotteeaftertheconstructionofthesaidNewBuilding/siscompleteandtheOccupation Certificateisgrantedbythe Sanctioning authority, by furnishing details of the changes,ifany,inthecarpetarea,subjecttoavariationcap of Three (3)percent.ThetotalpricepayableforthecarpetareashallberecalculateduponconfirmationbythePromoter.Ifthereisanyreductioninthecarpetareawithinthedefinedlimitthen thePromoter shalluponwritten demand from the Allottee refund theexcess money paid by the Allottee within forty-five (45) days withannualinterestattheratespecifiedin the RERA and the RERARules, from the date when such an excess amount was paid by theAllottee.IfthereisanyincreaseinthecarpetareaallottedtotheAllottee,thePromotershallafterappropriateintimationtotheAllottee,demandadditionalamountfrom the Allottee as per thenextmilestoneof thepaymentplan. All thesemonetaryadjustmentsshallbemadeatthesameratepersquaremeterasagreedinthisAgreement.
  3. The Allottee has paid before execution of this Agreement, part payment (as mentioned in the Fifth Schedule) of the Sale Price/Consideration of the said Premises as more particularly mentioned in the Fourth Schedule hereunder written and hereby agrees to pay to the Promoter the balance amount of the Sale Price as and by way of installments in the agreed manner more particularly mentioned in the Fifth Schedule hereunder written. It is clarified that Sale Price shall be payable by the Allottee to the Project Bank Account more particularly mentioned in the Fourth Schedule hereunder written. The Promoter shall not be directly and/or indirectly responsible towards any third-party making payments/remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.
  4. TheAllotteeshalldeductTaxAtSource(“TDS”)fromeachinstallment of the Sale Price as required under provisions of theIncome Tax Act, 1961 and shall pay the same to the GovernmentTreasury within the prescribed time under the Income Tax Act,1961andshallfurnishtherequisiteTDSCertificatetothePromoter in the prescribed Form in accordance with the IncomeTax, 1961 within the prescribed time. Non deposit of TDS and non-furnishing of TDS Certificate shall be considered as default/breachfornon-payment.
  5. The Sale Price excludes taxes consisting of tax paid or payable byway of Goods and Services Tax (**“GST”**) and all levies, duties andcessesoranyotherindirecttaxeswhichmaybelevied,inconnectionwiththeconstructionofandcarryingouttheRealEstate Project and/or with respect to the said Premises and/orSale Price and/or this Agreement upto the date of handing over thepossession of the said Premises by the Promoter to the Allottee.GSTshallbepaidalongwitheachinstallment.
  6. TheSalePriceisescalation-free,saveandexceptescalations/increases, due to increase on account of developmentchargespayabletothecompetentauthorityand/oranyotherincrease in charges, taxes which may be levied or imposed by thecompetent authority/Local Bodies/Government from time to time.ThePromotershallwhileraisingademandontheAllotteeforincreaseindevelopmentcharges,costorleviesimposedbythecompetentauthoritiesetc.,shallenclosethesaidnotification/order/regulation/demand,published/issuedinthatbehalftotheeffectalongwiththedemandletterbeingissuedtotheAllottee.
  7. TheAllotteeauthorizesthePromotertoadjust/appropriateallpaymentsmadebyhim/her/theirunderanyhead(s)ofduesagainst lawful outstanding, if any, in his/her/their/its name/s asthe Promoter may in its sole discretion deem fit and the Allotteeundertakes not to object/demand/direct the Promoter to adjusthis/her/their/itspaymentsinanymanner.
  8. The Sale Price is in respect of the said Premises which includes/excludes theParking Space/s as mentioned in the Fourth Schedule hereunderwritten.ThePromoterhasneitherchargednorrecoveredanyadditional price for the limited common areas and the commonareasfacilitiesandamenities(exceptas specifiedinthisAgreement)subject to payment of maintenance charges and expenses of thesamebytheAllotteeasprovidedhereinafter.
  9. The Allottee agrees and confirms that the Sale Price is derived onthe basis of the Allottee having agreed to pay the Sale Price as perthepaymentschedulemoreparticularlyspecifiedintheFifthSchedule hereunder written and having agreed to comply with thetermsandconditionsofthistransaction(including the terms asmentionedherein).
  10. OnawrittendemandbeingmadebythePromotertotheAllotteewithrespecttoany amount(whether SalePriceoranyotheramount payableinterms ofthisAgreement),theAllottee shall paysuchamounttothePromoter,within7(seven)daysofthePromoter’ssaidwrittendemand,withoutany delay, demurordefault.

# OTHERCHARGESANDEXPENSES:

* 1. TheAllotteeshallonorbeforetakingpossessionofthesaidPremises deposit the property taxes, maintenance charges, sinkingfund and other one-time charges as more particularly mentioned inthe**SIXTHSCHEDULE**hereunderwritten(**“OtherCharges”**).
  2. Within 15 days ofnotice in writinggiven by the Promoter to theAllottee that the said Premises is ready for use and occupancy, theAllotteeshallbeliabletobearandpaytheproportionateshare(i.e.in proportiontothe carpet area of the said Apartment) of outgoingsinrespectofthesaidPremisesincludingbutnot limited to localtaxes,bettermentchargesorsuchother levies by the concernedlocalauthorityand/orGovernment,watercharges,insurance,commonlights, repairs and salaries of clerks, chowkidars,sweepers,maintenancechargesand all other expenses necessaryandincidentaltothemanagementandmaintenance of the RealEstate Project. The Allottee shall pay to the Promoter/Society suchproportionateshareofoutgoingsasmay be determined. TheAllotteeshalltilltheAllottee'sshareissodetermined,paytothePromoter/SocietyprovisionalmonthlycontributionasmoreparticularlysetoutintheSixthSchedulehereunderwritten.Theamounts so paid by the Allottee to the Promoter shall not carry anyinterestandremainwiththePromoteruntilpaidoverby thePromotertothesaidSociety.
  3. The Allottee hereby agrees that, in the event of any further andother amounts becoming payable to any of the authorities or theStateGovernment,bywayofbettermentcharges,developmenttaxesoranyotherpaymentofasimilarnatureinrespectofthesaid Premises and/or the Real Estate Project thereon, the sameshall be paid/reimbursed by the Allottee to the Promoter, in theproportion of the Area of the said Premises to the ultimate totalareaofalltheflats/units/premisesintheRealEstateProject.

# POSSESSIONDATE,DELAYS,EVENTSINCASESOFDELAYSANDTERMINATION:

* 1. Time is of the essence for the Promoter as well as the Allottee. ThePromoter shall abide by the time schedule for completing the saidPremisesandofferingpossessionofthesaidPremisestotheAllottee after receiving the Occupation Certificate in respect of thefloorofthesaidPremisesandthecommon areas,facilitiesandamenitiesintheRealEstateProjectthatmaybeusablebytheAllottee which are listed in the Third Schedule hereunder written.Similarly,theAllotteeshallmaketimelypaymentsofallinstallmentsoftheSaleConsiderationandotheramounts/duespayablebyhim/her/themandmeeting,complyingwithandfulfillingallhis/her/their/itsotherobligationsunderthisAgreement.
  2. ThePromotershall givepossessionof thesaidPremises totheAllottee on or before 31stday of December 2026 plus six months graceperiod Provided that the Promoter shall be entitled to reasonableextension of time for giving the possession of the said Premises onthe aforesaid date, if the completion of the said New Building/s inwhichthesaidPremisesistobesituatedisdelayedonaccountof–

(i) war,civilcommotionoranactofGod;and

(ii) anynotice,order,rule,pandemicsituation,lockdown,notificationoftheGovernmentand/orotherpublicorcompetentauthority/court.

* 1. The Promoter shall maintain a separate account in respect of sumsreceived bythePromoterfromtheAllotteeasan advanceordepositortowardstheoutgoingsorlegalchargesandshallutilizetheamountsonlyforthepurposesforwhichtheyhavebeenreceived.
  2. The Promoter on its behalf shall offer the possession of the saidPremisestotheAllotteeinwritingwithin15(fifteen)daysofreceivingtheOccupationCertificateoftheRealEstateProjectagainst the payment of the balance Sale Consideration and otheramountspayableintermsofthisAgreement.
  3. UponreceivingawrittenintimationfromthePromoterasprovided,theAllotteeshallattheearliest(notbeyond30days)takepossession of the said Premises from the Promoter by executingnecessaryindemnities,undertakingsandsuchotherdocumentation as prescribed in this Agreement, and the PromotershallgivepossessionofthesaidPremisestotheAllottee.Irrespective of whether the Allottee fails to take possession of thesaidPremiseswithintheprescribedperiod,theAllotteeshallcontinuetobeliabletopayinterestonthebalanceSaleConsiderationamountsandmaintenancechargesandallothercharges with respect to the said Premises from the date of offer ofpossession and further that thereafter the said Premises shall be atthe risk of the Allottee in all respects, including loss or damagearising from the destruction, deterioration, or injury of the saidPremises. Provided further that the Promoter shall be entitled tolevy and the Allottee shallover and above all other dues, charges,interest etc. additionally bear and pay to the Promoter, holdingchargesattherateofRs.10/-(Rupeestenonly)persquarefeet,permonthcalculatedonthecarpetareaofthesaidPremisesforthe entire period of such delay in taking possession. The Allotteeagreesandconfirmsthattheaforesaidmonthlysumshallbeconsidered as holding charges as stipulated under this Clause andshall be a distinct charge not related to and shall be in addition toall other amounts/deposits payable by the Allottee to the PromoterunderthisAgreement.
  4. TheAllotteeagreestopaytothePromoter,interestasspecifiedintheRERAandtheRERARules,onallthedelayedpaymentwhich become due and payable by the Allottee to the Promoter under theterms of this Agreement from the date the said amount is due andpayablebytheAllotteetothePromoter.
  5. If the Promoter fails or neglects to abide by the time schedule forcompletingtheprojectandhandingoverthesaidPremisestotheAllottee,thePromoteragreestopaytotheAllottee,who does notintendtowithdrawfromtheproject,interestasspecifiedintheRERAandtheRERARules,onallthe amounts paid by theAllottee,foreverymonthofdelay,tillthehandingoverofthepossessionofthesaidPremises.
  6. If the Promoter fails or neglects to abide by the time Schedule forcompletingtheprojectandhandingoverthesaidPremisestotheAllottee, the Promoter agrees to refundand shall be liable to refundto the Allottee, who does not want to remain in the project and whointendstowithdrawfromtheproject,alltheamountpaidbytheAllottee to the Promoter together with interest as providedin theRERAandtheRERARulesthereof.Tillsuchtime the aforesaidamountispaidbythePromotertotheAllottee, the Allottee shallhavefirstchargeandlienonthesaidPremises.
  7. Withoutprejudicetotherightsofthe Promoter to charge andreceiveinterestintermsofsub-clause5.6above,ontheAllotteecommitting default in payment on due date of any amount due andpayablebytheAllotteetothePromoterunderthisAgreement(including his/her /their/its proportionate share of taxes levied byconcerned local authority and other outgoings) and on the Allotteecommittinganythreedefaultsin making payment of installments(orpaymentofanyoflasttwoinstallments),thePromotershallatitsownoption,mayterminatethisAgreement.Providedthat,thePromotershallgivenoticeoffifteen(15)daysinwritingtotheAllottee,byRegisteredA/DPostattheaddressprovidedbytheAllotteeandmailattheemailaddressprovidedbytheAllottee,ofitsintentiontoterminatethisAgreementandofthespecificbreach/esoftermsand conditionsinrespectofwhich itisintendedtoterminatethisAgreement.IftheAllotteefailstorectifythebreach/esmentionedbythePromoter within the period ofnotice then at the end of such notice period, the Promoter shall beentitled to terminate this Agreement. Providedfurther,thatuponterminationofthisAgreementasaforesaid, the Promoter shallrefundtotheAllottee the amount received from the Allottee(subjecttoadjustment,deductionandrecoveryofmutuallyagreedliquidateddamages@15%onthetotalandaggregateSalePriceandof all Government levies) within a period of thirty (30) days of thetermination,theinstallmentsofSalePrice of the said PremiseswhichmaytillthenhavebeenpaidbytheAllotteetothePromoter.
  8. In the event the Allottee is desirous of voluntarily terminating thetransactionofsale/purchaseofthesaidPremisesasrecordedinthis Agreement, the Allottee shall give a prior written notice of atleast30(thirty)daystothePromoterstatingtheAllottee’sintentionforterminationofthetransactionofsale/purchaseofthesaidPremises. Upon such termination, the Promoter shall refund to theAllottee the amount received by them without any interest subjectto the deduction of (a) 15% of the total and aggregate Sale Price; (b)the Government levies (including GST), taxes and outgoings, if any,due and payable by the Allottee in respect of the said Premisesupto the date of termination of this Agreement by the Allottee; (c)processing fee and brokerage paid, if any, etc. in respect of the saidPremises; (d) the amount of interest payable by the Allottee to thePromoter in terms of this Agreement from the dates of default inpayment till the date of termination; and (e) in the event of theresale price of the said Premises to a prospective purchaser beingless than the Sale Consideration mentioned herein, the amount ofsuchdifference.Providedfurtherthat,theAllotteeathis/her/its/theircostandexpensesexecutesandregisterstheDeed of Cancellation of this Agreement and simultaneously uponthe Allottee executing and registering Deed of Cancellation of thesaidPremises,thePromotershallrefundthebalanceamountoftheSaleConsiderationtotheAllotteewithoutanyinterestandexclusiveofanydirect/indirecttaxes,stampduty,brokerage,registrationcharges,otherpayments/outgoingsetc.

# ADMISSIONTOTHEMEMBERSHIPOFTHESAIDSOCIETY-

6.1. On receipt of the Occupancy Certificate of the said New Building/sand on the Allottee making payment of all amounts due under thisAgreement, the Allottee shall sign all forms, applications, papers,documents and writings as may be required by the Promoter or thesaidSocietyforadmittingtheAllotteeasmemberofthesaidSocietyandshallpayallrequisitemembershipamounts,sharemoney, sinking fund and the said Society’s corpus contribution. Allof the aforesaid shall be forwarded by the Promoter to the saidSocietywhoshallprocessandadmittheAllotteetothemembershipofthesaidSociety.

* 1. The Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof,including the bye-laws of the said Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee.
  2. The Promoter herein shall form society and execute conveyance deed/lease deed in favour of society within 4 months from the date of obtaining occupation certificate entire project.
  3. ThesaidSocietyshallberesponsiblefortheoperationandmanagement and/or supervision of the said New Building/s andthe Allottee shall extend necessary co-operation and shall do thenecessaryacts,deeds,mattersandthingsasmayberequiredinthisregard.

# REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER:

7.1 The Promoter hereby, subject to what is stated in recitals and other partsofthisAgreement,representsandwarrantstotheAllotteeasfollows:

7.2 The Promoter has clear and marketable right for development ofthesaidProperty;

* 1. ThePromoterhaslawfulrightsandrequisiteapprovalsfromtheSanctioningAuthority/competentAuthoritiestocarryoutdevelopmentoftheRealEstateProjectandshallobtainrequisiteapprovalsfromtimetotimetocomplete the development of theRealEstateProject.
  2. There are no encumbrances upon the said Property or the ProjectexceptthosedisclosedinthetitlereportorwithMahaRERA.
  3. Therearenolitigationspendingbeforeany Court of law withrespect to the said Property or the Real Estate Project except thosedisclosedinthetitlereportorwithMahaRERA.
  4. Allapprovals,licensesandpermitsissuedbythecompetentauthorities with respect to the Real Estate Project are valid andsubsisting and have been obtained by following due process of law.Further,allapprovals,licensesandpermitstobeissued bytheSanctioning Authority with respect to the Real Estate Project shallbe obtained by following due process of law and the Promoter hasbeen and shall, at all times, remain to be in compliance with allapplicablelawsinrelationtotheRealEstateProject,thesaidProperty,thesaidNewBuilding/sandcommonareas.
  5. ThePromoterhastherightto enter into this Agreement and hasnot committed or omitted to perform any act or thing, whereby theright,titleandinterestoftheAllotteecreatedherein, mayprejudiciallybeaffected.
  6. The Promoter has not entered into any agreement for sale and/ordevelopment agreement or any other agreement / arrangementwithanypersonorpartywithrespecttothesaidProperty,including the Real Estate Project and the said Premises which will,inanymanner,affecttherightsoftheAllotteeunderthisAgreement.
  7. ThePromoterisnotrestrictedinanymanner whatsoever fromsellingthesaidPremisestotheAllotteein themannercontemplatedinthisAgreement.
  8. ThePromoterhasdulypaidandshallcontinuetopay anddischarge undisputed governmental dues, rates, charges and taxesand other monies, levies, impositions, premiums, damages and/orpenalties and other outgoings, whatsoever, payable with respect totheRealEstateprojecttotheSanctioningAuthority/competentAuthoritiestilltheissuanceof Part/Full Occupation Certificateandthereafter.
  9. NonoticefromtheGovernmentorany otherlocalbodyorauthorityoranylegislativeenactment, governmentordinance,order, notification (including any notice for acquisition or requisitionofthesaidProperty)hasbeenreceivedorserveduponthePromoterinrespectofthesaid Property and/or the Real Estate Projectexceptthosedisclosedinthetitlereport.
  10. ThePromoteragreestoandherebyindemnifiestheAllotteeincaseoffailureoffulfillmentofanyoftheprovisions,formalities,documentationonpartofthePromoter.
  11. If within a period of five(5) years from the date of handing over thesaid Premises to theAllottee or receipt of Part/Full OccupationCertificate whichever is earlier, the Allottee brings to the notice ofthePromoterany structural defect( except the defects caused dueto negligence of the Allottee or caused due to interior work carriedoutinthesaidpremises)inthesaidPremisesorthesaidNewBuilding/sinwhichthesaidPremisesaresituatedoranydefectson account of workmanship, quality or provision of service, then,whereverpossiblesuchdefectsshallberectifiedbythePromoterattheir own cost and in case it is not possible to rectify such defects,then the Allottee shall be entitled to receive from the Promoter,compensationforsuchdefectinthemannerasprovidedunderRERA.

# COVENANTSANDUNDERTAKINGSOFTHEALLOTTEE:

TheAllottee/sorhimself/herself/themselves/itselfwithintentiontobringallpersonsintowhomsoeverhandsthesaidApartment maycome,herebycovenantswiththePromoterasfollows:-

* 1. TheAllotteeshallusethesaidApartmentoranypartthereof orpermit the same to be used only for the purpose of residence. TheAllotteeshallusethesaidCar Parking Space/s (if anyand ifallotted)onlyforthepurposeofkeepingor parking personalvehicle.Theparkingofcommercialvehiclesorvehiclesforcommercialuseorvehiclesofthirdpartiesisnotpermitted.TheAllotteeacknowledgesthatthesaidApartmentandthesaidCarParking Spaces if any allotted, shall be held by the Allottee as onecompositeunitandtheAllotteeshallnotbeentitledtotransfertheuse and enjoyment of any one without the other.The Promoter isentitled to allot to other allottees of other flats such number of car-parkingslotsandat such locations within the Project as it deemsfitandtheAllotteeshallhavenoclaimsorobjectionstothesame.TheAllotteeagreesandundertakestopaythe requisite monthlydues,repair charges and maintenance charges of and related tothe car-parking as may be levied by the authorities and/or the saidSociety. The Allottee shall not cause the said Society to change theallocationofparkingspacesofotherpremises-owners/allotteesinthesaidSociety/thesaidNewBuilding/s.
  2. To maintain the said Apartment at the Allottee's own cost in goodtenantable repair and condition from the date of possession of thesaidApartmentisofferedbythe Promoter and shall not do orsuffertobedoneanythingin or to the said New Building/s inwhichthesaidApartmentissituated which may be against therules,regulationsorbye-lawsorchange/alterormakeadditioninortothesaidNewBuilding/sinwhich the said Apartment issituatedandthesaidApartmentitselforanypartthereofwithouttheconsentofthePromoter/Societyasalsolocalauthorities,ifrequired.NottomakeanychangesintheoutsideelevationorlooksofthesaidNewBuilding/s.
  3. NottostoreinthesaidPremisesanygoodswhichareofhazardous, combustible or dangerous nature or are so heavy as todamage the construction or structure of the said New Building/s inwhich the said Apartment is situated or storing of which goods isobjected to by the concerned local or other authorities and shalltakecarewhilecarryingheavypackageswhichmaydamageorlikelytodamagethestaircases,commonpassagesoranyotherstructureofthesaidNewBuilding/sinwhichthesaidApartmentissituated,includingentrancesofthesaidNew Building/s inwhich the said Apartment is situated and in case any damage iscaused to the said New Building/s in which the said Apartment issituated or the said Apartment on account of negligence or defaultof the Allottee in this behalf, the Allottee shall be liable for theconsequences of the breach. Not to install any type of grills in theoutside elevation or looks of the said New Building/s. Not to installAir Condition compressor units in Chajjas. Not to extend, change,affix any windows height, width and not to encroach the Chajjas,ServiceDucts,PocketTerraces,etc.intheoutsideelevation orlooksofthesaidNewBuilding/s.
  4. Tocarryoutathis/her/their/itsowncostallinternalrepairstothe said Apartment and maintain the said Apartment in the samecondition,stateandorderinwhichitwasdeliveredbythePromotertotheAllotteeandshallnotdoorsuffertobedoneanythinginortothesaidNewBuilding/sinwhichthesaidApartmentissituatedwhichmaybecontrarytotherules,regulations and bye-laws of the concerned local authority or otherpublic authority and/or the said Society. In the event, the Allotteecommitting any act in contravention of the above provision, theAllotteeshallberesponsibleandliablefortheconsequencesthereoftotheconcernedlocalauthorityand/orotherpublicauthorityand/ortothesaidSociety.
  5. Not to demolish or cause to be demolished the said Apartment orany part thereof, nor at any time make or cause to be made anyadditionoralterationofwhatevernatureinortothesaidApartment or any part thereof, nor any alteration in the elevationand outside colour scheme of the said New Building/s in which thesaidApartmentissituatedandshallkeeptheportion,sewers,drainsandpipesinthesaidApartmentandtheappurtenancesthereto in good tenantable repair and condition, and in particular,soastosupportshelterandprotecttheotherpartsofthesaidNewBuilding/sinwhichthesaidApartmentissituatedand shall notchiselorinanyothermannercausedamage to columns, beams,walls, slabs or RCC, Pardis or other structural members in the saidApartmentwithoutthepriorwrittenpermissionofthePromoterand/orthesaidSocietyasthecasemaybe.
  6. Nottodoorpermittobedoneanyactorthingwhichmayrendervoidorvoidableanyinsuranceofthe said Property and the saidNewBuilding/sin which the said Apartment is situated or anypartthereoforwherebyanyincreasedpremium shallbecomepayableinrespectoftheinsurance.
  7. ToconfirmandcomplywiththeNOCoftheChiefFireOfficerincludinginrespectoftherefugeareaofthesaidNewBuilding/s.
  8. Nottothrowdirt,rubbish,rags,garbage or other refuse or permitthesametobethrownfromthesaidApartmentinthecompoundor any portion of the said Property and the said New Building/s inwhichthesaidApartmentissituated.
  9. PaytothePromoterwithinfifteen(15)daysofdemandhis/her/their/itsshareofsecuritydepositdemandedbytheconcernedlocalauthorityorGovernmentforgivingwater,electricityoranyotherserviceconnectiontothesaidNewBuilding/sinwhichthesaidApartmentissituated.
  10. To bear and pay increase in local taxes, water charges, insuranceand such other levies, if any, which are imposed by the concernedlocal authority and/or Government and/or other public authority,on account of change of user of the said Apartment by the Allotteeforanypurposeotherthanforwhichitissold.However,itisclarifiedthattheAllotteeisnotentitledtodirectlyand/orindirectlychange the user of the said Apartment. The above provision is bywayofabundanceandprecaution.
  11. TheAllotteeshallnotlet,sub-let,transfer,assign or part withinterestorbenefitfactorofthisAgreementorpartwiththepossessionofthesaidPremisesuntilalltheduespayablebytheAllottee to the Promoter/the said Society under this Agreement arefullypaidupandonlyafterthewrittenConsentofthePromoter.
  12. TheAllotteeshallobserveandperformalltherulesandregulationsofthesaidSocietythatmaybemadefromtimetotimeforprotectionandmaintenanceofthesaidNewBuilding/sandthesaid Apartments therein and for the observance and performanceof the Building Rules, Regulations and Bye-laws for the time beingoftheconcernedlocalauthorityandofGovernmentandotherpublic bodies in force. The Allottee shall also observe and performall the stipulations and conditions laid down by the said Societyregarding the occupancy and use of the said Premises in the saidNewBuilding/sandshallpayandcontributeregularlyandpunctuallytowardsthetaxes,expensesorotheroutgoingsinaccordance with the terms of this Agreement. The Allottee agreethat the aforesaid amount to be collected from the Purchaser/s ofthesaidPremisesshallbecollectedandpaidonanadhocbasistill all the Units/Premises in the said New Building/s are sold andthequantumoftaxesforthesaidPremisesisdetermined.
  13. To sign from time to time, all papers and documents and to do allacts, deeds, matters and things as may be necessary from time totime,forsafeguardingtheinterestsofthePromoterandoftheAllotteesoftheotherApartmentsinthesaidNewBuilding/s.
  14. TheAllotteeundertakestocomplywithalltheterms/conditions/stipulationsframedbythesaidSocietywithrespect to the use of the common facilities/amenities. The Allotteeconfirm/s and acknowledge/s that the amenities shall be utilizedbyallthemembersofthesaidSocietyincludingtheexistingmembersofthesociety.
  15. TheAllotteewillnotclaimcompensationfromanycompetentauthority or from the Promoter in respect of inadequate open spacearoundtheRealEstateProject.TheAllotteeisawareandherebyconfirms thathe/she/they/it shallnotobjecttoconcessionsavailedbythePromoterfordeficiencyinopenspacenorwillhe/she/they/itobjectforanydeficiencyinneighborhooddevelopment.
  16. ThePromotershallbeentitledtoconstructsiteoffices/saleslounge/viewing gallery on the said Property and/or within the saidNew Building/s and shall have the right to access the same at anytimewithoutanyrestriction,whatsoever,untilthedevelopmentofthesaidPropertyhasbeencompletedinallrespectsandthefulldevelopmentpotentialhasbeenutilizedbythePromoter.
  17. It is agreed between the parties that, if the Allottee intends to visittheunderconstructionprojectthenhe/she/they/itshallmakeawritten request to the Promoter for a site visit and the Promoter ifit so deems fit, shall within 7 (seven) working days from receipt ofthe request intimate the Allottee the date and time for such visit.The Allottee shall accordingly be entitled to site visit on the dateand the time as intimated by the Promoter accompanied by sitestaff of the Promoter and the Allottee agrees to follow all the safetyprecautionsduringthesitevisit.Itisfurtherclarifiedthat,nochildrenbelowtheageof15yearsshallbeallowedtoenterthesite.TheAllotteeherebyundertakesnottoholdthePromoterresponsible for any loss or damage or harm incurred or suffered bytheAllotteeoranypersonaccompanyingtheAllottee,duetonegligenceorwrongfulactsorotherwise,duringthesitevisit.
  18. TheAllotteeisawarethatthesample/showApartment,ifany,constructedbythePromoterandallfurniture,items,electronicgoods, amenities etc. provided therein are only for the purposes ofshow casing the said Apartment, and the Promoter is not liable,requiredand/orobligatedtoprovideanyfurnitureitems,electronicgoods,amenitiesetc.asdisplayedinthesaidsample/showApartment, other than as expressly agreed by the Promoter underthisAgreement.
  19. TheAllotteeisawarethatallnaturalmaterialsincludingtiles,marbleandgranite(ifprovided),naturaltimber,etc.andthefactory produced materials like tiles, paint etc. contain veins andgrains with tonality differences and are also susceptible to inherentshade and colour variations. The Promoter represents that thoughit shall pre-select such natural and factory produced materials forinstallation/application in the Real Estate Project and the same ison a best endeavor basis, the Allottee shall not hold the Promoterliablefortheirnon-conformity,naturaldiscoloration,tonaldifferencesorinconsistencyatthetimeofinstallation/application.
  20. TheAllotteehassatisfiedhimself/herself/themselves/itselfwithrespect to the design and materials for construction on the saidPropertyasintimatedinthebrochure/allotmentletter.Thebrochure/allotment letter is only indicative and for the purpose ofdesign, materials, amenities and facilities, this Agreement shall beconsidered final.
  21. TheAllotteeshallbepermitted/allowedtocommenceinterimworks in the said Premises only upon obtaining the OccupationCertificate/PartOccupationCertificatetillthefloorwhereinthesaidPremisesissituatedandaftermakingallpaymentsinpursuanceofthistransaction/asperthisAgreementandaftercomplying with the terms and conditions of this Agreement afterexecutionofnecessarydocumentsincludingtheUndertaking,Indemnity etc. as may be required by the Promoter. The Allotteeshall not directly and/or indirectly occupy the said Premises untilthe Occupation Certificate from the Appropriate Authority is issuedandaftergivingadvancenoticetothePromoter.
  22. The Allottee hereby agrees and declares that he/she/they/it shallsubmit full-fledged drawings with all specifications before startinginteriorworkofthesaidPremisesandapproval/NOCshallbeobtained from the Promoter/the said Society. The Allottee priorcommencing the interior works deposit such amount as a securitydeposit as may be intimated by the Promoter/the said Society attherelevanttimeforcarryingourinteriorworkinthesaidPremises and to ensure that there is no damage to the exterior ofthe said Premises or any damage to any part of the Real EstateProject, Amenities etc. whatsoever (**“Fit Out Deposit”**). The Fit OutDeposit shall be forfeited in the event of non-compliance by theAllotteewithanyofthetermsandconditionsasstatedhereinand/or in the Promoter’s NOC and/or any other documents and/orwritings executed by and between the Parties hereto with respectthereof. The Promoter shall be entitled to inspect all interior workscarriedoutbytheAllottee.Intheevent,thePromoterfindsthatthenatureofinteriorworkbeingexecutedbytheAllotteeisharmful to the said Premises or to the structure, façade and/orelevation of the said New Building/s or any part of thereof, thePromoter can require the Allottee to stop such interior work andthe Allottee shall stop such interior work at once, without raisingany dispute and restore the said Premises to its original conditionattheAllottee’scostsandexpenses.
  23. NotwithstandingtheotherprovisionsofthisAgreement, theAllottee hereby confirms that the Promoter shall at their option befullyentitledtonominateanyoneormorepersonsincludingitselforanyofitssubsidiariestomanagetheoperationandmaintenance of the Real Estate Project to be constructed on thesaidproperty,commonamenities,commonareas,facilitiesandinfrastructureonthesaidPropertyafterthecompletionofthedevelopmentofthesaidProperty.ThePromotershallhavetheauthorityanddiscretiontonegotiatewithsuchFacilityManagement Agency and to enter and execute formal agreement/sfor maintenance and management of infrastructure with it/them.The cost incurred/to be incurred in appointing and operating theFacilityManagementAgencyshallbeborneandpaidbyallthe Occupants/Allottees on a pro rata basis. Such charges may varyandtheAllotteeagreesthatitshallneitherraiseanydisputeregarding the appointment of any Facility Management Agency bythePromoterfortheRealEstateProjectnordirectlyand/orindirectlydisputethepaymentagreedbythePromotertobepayabletotheFacilityManagementAgencytowardsthemaintenancechargesdeterminedbysuchagency.TheAllotteeagrees to abide by all terms, conditions, rules and/or regulationsthatmaybeimposedbythePromoterand/ortheFacilityManagement Agency including for the smooth working and properuseoftheamenitiesandfacilities,includingwithoutlimitation,payment of the Allottee’s share of the service charges that maybecome payable, from time to time. The Allottee is aware that thePromoter is not in the business of providing services proposed tobeprovidedbytheFacilityManagementAgency.ThepartiesheretoagreethatthePromoterisnotandshallnotbe responsible orliable in connection with any defect or the performance or non-performance or otherwise of the services provided by the FacilityManagementAgency.
  24. Without first making payment of the entire Sale Price and all otheramounts as per this Agreement, the Allottee shall not be entitled totransfer the said Premises or the benefits under this Agreement infavour of any third party without first procuring a written approvaland consent from the Promoter in respect thereof. However, thePromoter shall not charge and/or demand any transfer fees or anyother charges. In the event of the Promoter granting such approval,theAllotteeshallberequiredtoprocurefromtheintendedtransferee such writings as stipulated by the Promoter to recordthat the intended transferee shall make payments of all amountsdueandshalldulyperformanddischargeallthetermsandconditions of this Agreement and shall abide by all the bye laws,rulesandregulationsofthesaidSociety.Further,acopyofthedulyexecutedagreementrecordingsuchtransfershallbefurnishedtothePromoterwithinsevenworkingdaysfromthedateofexecutionthereof.
  25. TheAllotteeherebyconfirmsandgivesher/his/their/itsirrevocable consent and no objection to the effect that in case thePromoterdesirestoamalgamatethesaidPropertyforitsredevelopment with any adjoining land/properties in that event,the Promoter shall be fully entitled to do so and shall have the fulland absolute right to do so as per norms, rules and regulations ofMCGMsubject to the Promoter altering the plans, the area, theaccess,openspaceoftheareatobegiventothesaid Societyand/oritsMembersand/ortotheAllotteeunderthesaidagreement.
  26. TheAllotteeherebyirrevocablyandunconditionallyagreesandcovenantsthatthePromoterisfullyentitledtoutilizeallpast,present and future benefits of FSI, incentive FSI,TDR,or suchotherFSIasalsoallthedevelopablebenefitsdirectlyand/orindirectlyattachedtothesaidPropertywithoutanyfurtherrecoursetotheAllotteeandincasetheAllotteeherebygiveshis/her/their/itsunconditionalandirrevocableconsentandnoobjectionfortheaboveforallpurposes.
  27. It is clearly understood and so agreed by and between the Partieshereto that all the provisions contained herein and the obligationsarisinghereunderin respectofthe Real Estate Projectshall equallybeapplicableto and enforceable against any subsequent AllotteesofthesaidPremises,incaseof a transfer, as the obligations goalongwiththesaidPremisesforallintentsandpurposes.

# LOANSANDMORTGAGES:

9.1 The Allottee shall be entitled to avail loan from a Bank/FinancialInstitution and tomortgage the said Premises by way of securityfor repayment of the said loan to such Bank/Financial Institution,with the prior written consent of the Promoter. The Promoter shallpermit and issue its no objection letter to the Allottee to enablehim/her/their/itsathis/her/their/itssolerisk,costsandexpensestoobtainloansfromtheBanksand/ortheFinancialInstitutionsbymortgagingthesaidPremises.ThePromotershall howeverbeentitledtorefusepermissiontotheAllotteeforavailinganysuchloanandforcreationofanysuchmortgage/charge,intheeventtheAllotteehas/havedefaultedinmakingpaymentoftheSaleConsiderationand/orotheramountspayablebytheAllotteeunderthisAgreement.

9.2 If the Allottee enters into any loan/financing arrangement with anyBank/FinancialInstitution,itshallbetheresponsibilityandobligationoftheAllotteetoensurethatsuchBank/FinancialInstitution shall be required to disburse/pay all such amounts dueandpayabletothePromoterunderthisAgreement,aspertheinstallmentpaymentschedulementionedintheFifthSchedulehereunderwritten(whichwillnotabsolveAllotteeofhis/her/their/its responsibilities under this Agreement) and theAllottee shall be responsible and obliged to arrange, discharge andpay all due amounts prudently to the Promoter notwithstandingany delay or default in issuing the payment by the Bank/FinancialInstitution.

9.3 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicingand repayment ofthesaidloanand any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisionshereof, the Allottee hereby agrees thatthePromoter shall have first lien/charge on the said Premises until all the amounts including the Sale Consideration, taxes andothercharges and amounts payable in respect of the said Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.

9.4 TheagreementsandcontractspertainingtosuchloanandmortgageshallnotimposeanyliabilityorobligationuponthePromoterinanymannerandshallbesubjecttoandshallratifythe right and entitlement of the Promoter to receive the balanceSaleConsiderationandotherbalanceamountspayablebytheAllotteeunderthisAgreement.

9.5 The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses,damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its partners, agents, executives and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

9.6 In the event of any enforcement of security/mortgage by the Bank/Financial Institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law till the extent the title and provided interest of the Promoter is not jeopardize in any manner.

9.7 After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of the Bank/Financial Institution more particularly mentioned in the Fourth Schedule hereunder written. Without affecting the said Premises, the Promoter is at liberty to avail loans and financial facilities from the Banks/Financial Institutions/NBFC or Private parties without any reference or consent or permission or knowledge of the Allottee.

# 10. BINDINGEFFECT:

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 and annexures along with the payments dueas stipulated in the Payment Plan (including of stamp duty, registration charges and incidental expenses) 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 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 fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee without any interest or compensation whatsoever. This Agreement shall come into force only upon execution and registration of the same in accordance with law and due payment thereof.

11. **ENTIREAGREEMENT:**

11.1 ThisAgreementalongwithitsschedulesandannexures,constitutes theentireAgreementbetweenthePartieswithrespect to the subject matterhereofandsupersedesanyandallunderstandings, any otheragreements,allotmentletter,correspondences, arrangements whetherwrittenororal,ifany,betweenthePartiesinregardtothesaidApartment/thesaidProperty/thesaidNewBuilding/s,asthecasemaybe.

11.2 This Agreement may only be amended through written consent ofthePartiesandwithfurtherwrittendulyexecutedinstrument/s.

11.3 BothPartiesagreethattheyshallexecute,acknowledgeanddelivertotheothersuchinstrumentsandtakesuchotheractions, inadditions to the instruments and actionsspecificallyprovidedforherein,asmaybereasonablyrequiredinordertoeffectuatetheprovisionsofthisAgreementorofanytransactioncontemplatedhereinortoconfirmorperfectany righttobecreatedortransferredhereunderorpursuanttoanysuchtransaction.

12. **NOTICESANDCORRESPONDENCE:**

ThatallnoticestobeservedontheAllotteeandthePromoterascontemplatedbythisAgreementshallbe deemed to have been dulyserved if sent to the Allottee or the Promoter by Registered Post A.D. andnotifiedEmailIDattheirrespectiveaddressesspecifiedbelow:-

**NameofAllottee**

**MRS. SHALVI SHATRUGHNA KUBAL**

**MR. SHATRUGHNA KRISHNA KUBAL**

224-K-2, Near Post Office, Tarkarli,

VTC :Tarkarli, PO : Tarkarli, Sub District : Malwan,

District : Sindhudurg, Maharashtra – 416 606

**NotifiedEmailID:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mobile No. +91 98672 82485 / +91 91376 36179**

**PromotersNameandAddress:**

**M/S. KAMS REALTORS**

A/1 Ground Floor, Shantiniketan CHS,

LBS road, Ghatkopar (West), Mumbai:400086.

**Email ID:kamsrealtors@gmail.com**

**Mobile: +91 9322245753**

It shall be the duty of the Allottee and the Promoter to inform each otherof any change in address after the execution of this Agreement at theabove address by Registered A/D Post failing which all communicationsand letters posted at the above address shall be deemed to have beenreceivedbythePromoterortheAllottee,asthecasemaybe.

13. **JOINT ALLOTTEES**

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

# 14. GOVERNMENTLEVIES:

**14.1** All out of pocket costs, charges and expenses including stamp duty and Registration Charges, Metro Cess and incidental to this Agreement; Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies as may be applicable from time to time shall be borne and paid by the Allottee alone and the same shall be paid by the Allottee as and when it becomes due.

14.2. If due to any changes in Government Policy and by virtue of thesame any additional Stamp Duty, Registration Charges, Metro Cess and/or anyothertaxes/ratesareleviedthesameshallalsobepaidbytheAllotteealone.

**15. REGISTRATIONOFTHEAGREEMENT:**

TheAllotteeand/orthePromotershallpresentthisAgreement at theproperregistration officeofregistration within the time limit prescribedbytheRegistrationAct,1908 and the Promoter will attend such officeandadmitexecutionthereof.

**16. PLACE OF EXECUTION**

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

# 17. APPLICABILITYOFACT:

17.1 This Agreement shall always be subject to the provisions of TheReal Estate (Regulation and Development) Act, 2016 (“RERA”) andthe rules, regulations, office orders, circulars made thereunder andasalsosubjecttoallotherapplicablelaws.

17.2. If any provision of this Agreement shall be determined to be void orunenforceableundertheActortheRulesandRegulationsmadethereunder or under other applicable laws, such provisions of thisAgreementshallbedeemedamendedordeletedinsofarasreasonablyinconsistentwiththepurposeofthisAgreementandtotheextentnecessarytoconformtoRERAorthe Rules andRegulationsmadethereunder or the applicable law, as the casemaybe,andtheremainingprovisions of this Agreement shallremainvalidandenforceableasapplicableatthetimeofexecutionofthisAgreement.

18. **Miscellaneous**

**a. Rights of the Promoter:**

1. Promoter obligation for obtaining Occupation Certificate (OC)/ Completion Certificate (CC):The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat to the Flat Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat.
   * + 1. **Hoarding rights:**

The Flat Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Flat Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the existing Society / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any). The Allottee shall not have any rights or object on the bill boards, boards or hoarding put up on or above the shopping area and they will not object for the same jointly or severely.

**c. Unsold Apartment(s)/Flat:**

1. All unsold and/or unallotted premises, areas and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Flat and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
2. The Promoter shall without any reference to the Flat Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub- let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different premises in the building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Flat Allottee/s as member/s of the existing society and/or association / apex body / apex bodies. The Flat Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

**d. Nomination**

The Allottee hereby nominates his/her **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, having address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mobile No.+91 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, E-mail–\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein after referred to as “said Nominee”) as his nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

19. **DISPUTERESOLUTION:**

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

**20. 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 for all other purposes the Courts at Mumbai alone shall have exclusivejurisdiction.

# THEFIRSTSCHEDULEABOVEREFERREDTO:

## (“thesaidProperty”)

All the rights, title and interest in respect of the property at Village Kanjur, Taluka Kurla in the registration District of Mumbai City and suburban containing Survey No. 30 hissa no. 1 corresponding CTS No. 1281, admeasuring about 665.1 Sq. mtrs., together with structures erected thereon and all the said piece of land hereditaments and premises/ structures/occupiers situated at Survey No. 27/5 corresponding CTS No. 1282, situated at Kanjur Village, kanjurmarg (East) Tal. Kurla, Dist. Mumbai admeasuring 3388 sq. yard (2832.77 sq.mtrs.) occupied by the structure on the said plot situated at Village Kanjur in the Registration District and Sub District of Mumbai and Mumbai Suburban.

# THESECONDSCHEDULEABOVEREFERREDTO:

## (“thesaidPremises”)

Residential Flat No.501 on 5thFloor in the said New building/s to be known as “KRYSTEL by KAMS Realtors” admeasuring 327Sq. Ft. of RERA carpet area as shown in the Plan annexed as Annexure “G” hereto together with exclusive right to use Nil car parking space and which building/s is being constructed on the said Property described in the First Schedule hereinabove referred to. The Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts and exclusive open terrace area appurtenant to the said Apartment (if any) for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and other usable area as specified under the RERA, 2016. The aforesaid Car Parking Space (if any) shall be strictly attached to the above flat and cannot be transferred independently.

# THETHIRDSCHEDULE

(“Commonareasandfacilities”)

PartA–LIMITED/RESTRICTEDCOMMONAREAS

* CarparkingspacesearmarkedbythePromoters/SocietyforuseofcertainoccupantsofthesaidNewBuilding/s,aspertheprovisionsofthisAgreement.
* Any terraces/pocketterrace/s earmarked by the Promoters for exclusiveuseofcertainoccupantsofthesaidNewBuilding/s.

PARTB–GENERALCOMMONAREAS

External & Internal Facilities:

1. Luxurious Entrance Lobby

2.EarthquakeresistantRCCdesign

3. Fire fighting System

4. Kids Play Area

5. Viewing Deck with Canopy

6. Parking Facility

7. 24x7 CCTV Surveillance in area

8. Senior Citizen Relaxing Area

9. Meditation Area

10. Air conditioned fitness Center

11. Air Conditioned Society office

12. Gas Line Fitting

13. Intercom System

14. High Speed Elevators

(“amenities withinthesaidPremises”)

i.

ii.

iii.

# THEFOURTHSCHEDULE

(“MeaningoftheTermsandExpressionsdefinedinthisAgreement”)

|  |  |  |
| --- | --- | --- |
| **Sr.No.** | **TermsandExpressions** | **MeaningandDescription** |
| 1. | Name,addressandemail-idofthePromoter | Name:**M/S. KAMS REALTORS**  Address:A/1, Ground Floor, ShantiniketanChs Ltd., LBS Road, Ghatkopar West, Mumbai-400086  Email: kamsrealtors@gmail.com |
| 2. | Name,addressandemailidoftheAllottee/s | **MRS. SHALVI SHATRUGHNA KUBAL AND MR. SHATRUGHNA KRISHNA KUBAL**  Address:224-K-2, Near Post Office, Tarkarli, VTC :Tarkarli, PO : Tarkarli, Sub District : Malwan, District : Sindhudurg, Maharashtra – 416 606.  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | RealEstateProject | **“Krystel by Kams Realtors*”*** |
|  | (a)RERACertificate | CertificatebearingNo. P51800051412 dated 8TH JUNE, 2023 |
|  | (b)FloorCompositionofBuilding/s | Basement floor + Commercial space on Ground Floor and first floor + Residential flats/apartments on Second floor to 21st Floors or more asmaybesanctionedbytheSanctioningAuthority. |
|  | (c)FSIConsumption | 6167.02 sq.mts. including all kind of FSI by interchanging FSI from one plot to another and TDR further FSI/TDR/Free area as may be made available by sanctioning authority. The Promoter shall be entitled to use maximum FSI plus fungible FSI plus TDR plus Free Area plus incentive FSI and plus further all areas as may be permissible and approved by SRA or Municipal Corporation of Greater Mumbai or any such concerned authorities |
| 4. | Letter of Intent (LOI)IntimationofApproval(IOA)  Anyotherapplicablepermission | LOI bearing No.S/PVT/0187/20220621/LOI dated 13th January, 2023  IOA S/PVT/0187/20220621/AP/COM-1 dated 30th January, 2023. |
| 5. | CC(Commencement  Certificate) | composite building No.1(Sale Wing A & Rehab Wing B) under serial No.MH/EE/(BP)/GM/MHADA-29/1251/2023/CC/1 dated 18th April, 2023. |
| 6. | ThesaidPremises  (AgreedtobeallottedtotheAllottee) | AsdescribedintheSecondScheduleabovereferredto |
| 7. | a. Towards SaleConsiderationforthesaid flat Premises  b. Towards Stamp duty, Registration fees, Metro Cess, GST, government taxes,levies:PassoverexpensesasdescribedinSixthschedule  hereunderwritten.)  **Total aggregate cost** | **Rs.57,00,000/-**  **Rs.6,57,000/-**  **Rs.63,57,000/-** |
| 8. | ParkingSpace/s | AsdescribedintheSecondSchedule  abovereferredto |
| 9. | PriceforParkingSpace | IncludedintheSaleConsiderationfor  thesaidPremises |
| 10. | PossessionDate | 31st December, 2026 plussix(6)months graceperiod. |
| 11. | ProjectBankAccount | Name: KAMS REALTORS KRYSTEL MASTER COLLECTION  AccountNo. 50200082723847  Bank:- HDFC BANK  IFSCCode:- HDFC0000406 |
| 12. | MortgageeBank/  FinancialInstitution(ifany) | NotApplicableasofnow. |
| 13. | PAN | 1. Promoter:**AAYFK0008N** 2. Allottee:**1.AMBPT9936D**   **2. BAGPK2645Q** |

# THEFIFTHSCHEDULE

AgreedinstallmentsofSaleConsideration**Rs.57,00,000/-**payablebytheAllotteetothePromoter towards Purchase of Flat premises.

|  |  |  |
| --- | --- | --- |
| **Particulars** | **% of Total Price** | **Amount (Rs.) For Total Consideration** |
| On or before booking | 10 % | 5,70,000/- |
| On or Before Execution of this Agreement | 10 % | 5,70,000/- |
| On or Before Excavation | 10 % | 5,70,000/- |
| On Completion of Plinth | 15 % | 8,55,000/- |
| On Completion of 1st Slab | 5% | 2,85,000/- |
| On Completion of 3rd Slab | 5% | 2,85,000/- |
| On Completion of 6th Slab | 5 % | 2,85,000/- |
| On Completion of 9th Slab | 5 % | 2,85,000/- |
| On Completion of 12th Slab | 2 % | 1,14,000/- |
| On Completion of 15th Slab | 2 % | 1,14,000/- |
| On Completion of 17th Slab | 2 % | 1,14,000/- |
| On Completion of 18th Slab | 2 % | 1,14,000/- |
| On Completion of 19th Slab | 2 % | 1,14,000/- |
| On Completion of 20th Slab | 2 % | 1,14,000/- |
| On Completion of 21st Slab | 2 % | 1,14,000/- |
| On Completion of 22nd Slab | 2 % | 1,14,000/- |
| On Completion of 23rd Slab | 2 % | 1,14,000/- |
| On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment | 2 % | 1,14,000/- |
| On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies of the Said Apartment | 2 % | 1,14,000/- |
| On Commencement of Internal Plumbing and External Plaster, Elevation Work | 2 % | 1,14,000/- |
| On Commencement of Lifts, Electrical Fittings | 2 % | 1,14,000/- |
| On Commencement of Lifts, Water Pumps, Electrical Fittings, Entrance Lobby, Plinth Protection, Paving | 4 % | 2,28,000/- |
| against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate | 5 % | 2,85,000/- |
| **Total** | **100 %** | **57,00,000/-** |

# THESIXTHSCHEDULE

(“Beingthelistofthe“OtherCharges”tobepaidbytheAllotteeinaccordancewiththisAgreement”)

**A. PAYABLEBEFORERECEIVINGPOSSESSIONOFTHESAIDPREMISES:-**

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs.1000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.25000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. 39240/- for Proportionate Maintenance/Outgoings/ Charges and other charges as 12 months deposit.

(iv) Rs.51,339/- for towards Development / Infrastructure Charges.

(v) As actual GST Amount shallbepaidalongwitheachinstallment

(vi) Stamp Duty Amount as actual

(vii) Rs.30000/- for Deposit towards Water, Electric, and other utility and services connection charges.

The Allottee shall pay to the Promoter a sum of Rs.50000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

**B. UTILIZATIONOFTHEABOVEAMOUNTBYPROMOTER:**

(i) Theaforesaidamounts/depositsshallnotcarryanyinterest.

(ii) ThePromotersshallutilizethesumreferredtoin(3)and(6)above,the Promoters are not required to and shall not be called upon torender any accounts for the same. The Promoters shall be entitledto utilize the amount mentioned in (1) (2) and (4) towards paymentofMunicipaltaxesandothertaxes,outgoings,maintenancecharges and dues in the event of the Allottee making any default inthepaymentthereofregularlyasagreedtohereinbyhim.ThePromoters shall hand over the amounts mentioned in (1) (2) and (4)aboveorbalancethereof without rendering any detailed accountstothesaidSociety. Intheevent of any additionalamountbecomingpayableinrespectof(2)and(4) above, the Allottee(s)shallforthwithondemandpayanddepositthedifferencetothePromoters

**IN WITNESS WHEREOF** the parties hereto have hereunto set andsubscribed their respective hands and signatures to this writing the day andyearhereinbeforementioned.

SIGNED SEALED AND DELIVERED )

Bythewithinnamed“**THEPROMOTER**” )

# M/S. KAMS REALTORS )

throughitsDesignatedPartner )

|  |  |  |
| --- | --- | --- |
| **MR. SANJAY ANAND GUPTA** | | |
| Photograph | Signature | Thump Impression |

inthepresenceof………… )

1.

2.

SIGNED, AND DELIVERED )

Bythewithinnamed**THEALLOTTEE** )

|  |  |  |
| --- | --- | --- |
| **MRS. SHALVI SHATRUGHNA KUBAL** | | |
| Photograph | Signature | Thump Impression |
| **MR. SHATRUGHNA KRISHNA KUBAL** | | |
| Photograph | Signature | Thump Impression |

inthepresenceof……….

1.

2.

**RECEIPT**

Received with thanks from **Allottee/s** a sum of **Rs.\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)** as **Earnest Money** for the said Apartment No.501on 5th Floor in the sale wing “A” of composite Building No.1 to be known as **“**KRYSTEL by KAMS Realtors**”**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Cheque No.** | **Drawn On** | **Dated** | **Amount** |
| **1.** | **000003** | **HDFC Bank** | **28/11/2024** | **Rs. 1,00,000/-** |
| **2.** | **000008** | **HDFC Bank** | **07/02/2025** | **Rs. 1,85,000/-** |
| **Total** | | | | **Rs. 2,85,000/-** |

We say received **Rs. \_\_\_\_\_\_\_\_\_\_/-**

**M/s. KAMS Realtors**

**(PROMOTER)**

In the presence of:

1.

2.