

## **AGREEMENT**

THIS AGREEMENT made and entered into at Navi Mumbai on this \_\_\_\_ day of April, 2023, BETWEEN **M/S. SHREEJI LIFESPACES INFRASTRUCTURE** a Partnership Firm, registered under the provisions of Partnership Act, 1932 , having its Office No.103, B-Wing, The Great Eastern Summit, Plot No.66, Sector -15, CBD-Belapur, Navi Mumbai -400 614, Through Its Partners, **THROUGH ITS PARTNERS 1) MR. LADHAVJI VASHRAM PATEL, 2) MR. KAMLESH VASHARAMBHA BHANUSHALI, 3) MR. NARAYAN JIVA VAVIYA** herein after called "THE PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors- in -interest, executors, administrators and permitted assigns, including those of the respective partners) of the ONE PART AND **MR. \_\_\_\_\_** (having I. T. Pan No. \_\_\_\_\_ ) Adult/s, Indian Inhabitant/s, residing at \_\_\_\_\_ herein after called "THE PURCHASER/S/ ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

### **WHEREAS:**

1) The City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "M/s.CIDCO LTD") is Government Company wholly owned by the state Government incorporated under the Companies Act, 1956 having its registered office at "Nirmal" 2nd floor, Nariman Point, Mumbai -400021 and is also New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the state Government in exercise of its power under Sub- Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.

2) The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provision of Sec.113 of the said Act.

3) By virtue of being the development authority the Corporation has been empowered under section 118 of the said act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4) The Corporation has decided to establish the Navi Mumbai International Airport with the approval of State Government as the part of development of Navi Mumbai.

5) An Agreement to Lease Dated -21.03.2022, duly registered with Joint Sub Registrar Panvel - 2, on 21.03.2022 under Serial No. PVL-4-3416-2022, M/S. CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., The Corporation has leased to 1) **SMT. DROPADI AMRUT NAIK**; 2) **SMT. SANGEETA ARVIND NAIK**; 3) **MR. SOHAN ARVIND NAIK**; 4) **SMT. SONIYA ARVIND NAIK**; 5) **SMT. SMITA ARVIND NAIK**; 6) **MR. BHUPENDRA AMRUT NAIK**; 7) **MR. ASHVIN AMRUT NAIK**; 8) **MR. SAMADHAN AMRUT NAIK**; 9) **SMT. TULASA BHARAT NAIK**; 10) **MR. ROSHAN BHARAT NAIK**; 11) **MR. PRASHANT BHARAT NAIK**; 12) **MRS. RATNADEEP BHARAT NAIK**; 13) **SMT. SUGANDHA PADMAKAR PATIL**; 14) **MR. JEEVAN RAMLAL NAIK**; 15) **MR. SHRIDHAR RAMLAL NAIK**; 16) **MRS. SARITA HEMANT THAKUR @ SARITA RAMLAL NAIK**; 17) **SMT. RUKMINI ANKUSH NAIK**; 18) **PRAMILA ANKUSH NAIK @ PRANALI RAMESH THAKUR**; 19) **MR. GHANSHYAM ANKUSH NAIK**; 20) **MR. SAI ANKUSH NAIK**; 21) **SMT. NIRMALA RAM THAKUR**; 22) **SMT. YAMUNA ANNA PATIL**, The Original Licensee, one such Plot No.78, admeasuring about 1349.97 Sq. Meters area, under 22.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, Ulwe, Navi Mumbai, Taluka - Panvel and District- Raigad (herein after referred to as "THE SAID PLOT") for a period of 60 years computed from the date of Agreement to Lease.

6) THAT, **SMT. NIRMALA RAM THAKUR & SMT. YAMUNA ANNA PATIL**, have assigned and relinquished their rights, title and interest in respect of the Plot No.78, admeasuring about 1349.97 Sq.Mtrs. area, under 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, at Ulwe , Navi Mumbai, Taluka - Panvel and District- Raigad in favour of 1) **SMT. RUKHMINI ANKUSH NAIK**, 2) **MR. GHANSHYAM ANKUSH NAIK**, 3) **MS. PRAMILA ANKUSH NAIK @ PRANALI RAMESH THAKUR**, 4) **MR. SAI ANKUSH NAIK**, 5) **SMT. TULASA BHARAT NAIK** , 6) **MR. ROSHAN BHARAT NAIK**, 7) **MR. PRASHANT BHARAT NAIK**, 8) **MRS. RATNADEEP BHARAT NAIK**, 9) **SMT. SUGANDHA PADMAKAR PATIL** , 10) **SMT. DROPADI AMRUT NAIK** , 11) **MR. BHUPENDRA AMRUT NAIK** , 12) **MR. ASHVIN AMRUT NAIK**, 13) **MR. SAMADHAN AMRUT NAIK**, 14) **SMT. SANGEETA ARVIND NAIK**, 15) **MR. SOHAN ARVIND NAIK**, 16) **SMT. SONIYA ARVIND NAIK**, 17) **SMT. SMITA ARVIND NAIK**, 18) **MR. JEEVAN RAMLAL NAIK**, 19) **MR. SHRIDHAR RAMLAL NAIK**, 20) **MRS. SARITA HEMANT THAKUR @ SARITA RAMLAL NAIK**, (hereinafter referred to as the said **SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19**) vide Release Deed Dated - 10.03.2022, duly registered with Joint Sub Registrar Panvel - 4, on 10.03.2022, under Serial No. PVL4-3028-2022, for the terms and conditions mentioned therein and accordingly the CIDCO Ltd has transferred the said plot in the name of **SMT. RUKHMINI ANKUSH NAIK and OTHER 19** vide their Final Order Ref No. CIDCO/ ESTATE/12.5% SCHEME/ULWE/376/2022/497, Dated 12.05.2022 issued by the CIDCO Ltd.

7) THAT, 1) SMT. DROPADI AMRUT NAIK, 2) SMT. SANGEETA ARVIND NAIK , 3) MR. SOHAN ARVIND NAIK , 4) SMT. SONIYA ARVIND NAIK, 5) SMT. SMITA ARVIND NAIK, 6) MR. BHUPENDRA AMRUT NAIK, 7) MR. ASHVIN AMRUT NAIK , 8) MR. SAMADHAN AMRUT NAIK, 9) SMT. TULASA BHARAT NAIK , 10) MR. ROSHAN BHARAT NAIK, 11) MR. PRASHANT BHARAT NAIK , 12) MRS. RATNADEEP BHARAT NAIK, 13) SMT. SUGANDHA PADMAKAR PATIL, 14) MR. JEEVAN RAMLAL NAIK, 15) MR. SHRIDHAR RAMLAL NAIK , 16) MRS. SARITA HEMANT THAKUR @ SARITA RAMLAL NAIK, 17) SMT. RUKHMINI ANKUSH NAIK, 18) MS. PRAMILA ANKUSH NAIK @ PRANALI RAMESH THAKUR, 19) MR. GHANSHYAM ANKUSH NAIK, 20) MR. SAI ANKUSH NAIK ( hereinafter referred to as the said **SMT. DROPADI AMRUT NAIK AND OTHERS 19**), have assigned and transferred their undivided rights title, benefits and interest in respect of the Plot No.78, under 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, at Ulwe , Navi Mumbai, Taluka - Panvel and District- Raigad to A) **M/S. SHREEJI LIFESPACES INFRASTRUCTURE THROUGH ITS PARTNERS 1) MR. LADHAVJI VASHRAM PATEL, 2) MR. KAMLESH VASHARAMBHA BHANUSHALI, 3) MR. NARAYAN JIVA VAVIYA, AND B) 1) SMT. RUKHMINI ANKUSH NAIK, 2) MR. GHANSHYAM ANKUSH NAIK, 3) MS. PRAMILA ANKUSH NAIK @ PRANALI RAMESH THAKUR, 4) MR. SAI ANKUSH NAIK, 5) SMT. TULASA BHARAT NAIK, 6) MR. ROSHAN BHARAT NAIK, 7) MR. PRASHANT BHARAT NAIK, 8) MRS. RATNADEEP BHARAT NAIK, 9) SMT. SUGANDHA PADMAKAR PATIL , 10) SMT. DROPADI AMRUT NAIK , 11) MR. BHUPENDRA AMRUT NAIK , 12) MR. ASHVIN AMRUT NAIK , 13) MR. SAMADHAN AMRUT NAIK, 14) SMT. SANGEETA ARVIND NAIK, 15) MR. SOHAN ARVIND NAIK, 16) SMT. SONIYA ARVIND NAIK , 17) SMT. SMITA ARVIND NAIK, 18) MR. JEEVAN RAMLAL NAIK, 19) MR. SHRIDHAR RAMLAL NAIK, 20) MRS. SARITA HEMANT THAKUR @ SARITA RAMLAL NAIK** , (hereinafter referred to as the said **SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19**) , Vide Tripartite Agreement Dated 07.06.2022, duly registered with Joint Sub Registrar Panvel -2, on 10.06.2022 under Serial No. PVL-2-8230-2022 which is entered and executed between 1) **CIDCO LTD.**, and 2) **SMT. DROPADI AMRUT NAIK AND OTHERS 19**, the Original Licensees AND 3) A) **M/S. SHREEJI LIFESPACES INFRASTRUCTURE AND B) SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19**, the New Licensees and accordingly CIDCO LTD., has transferred the 50% lease hold rights , shares , title and Interest in respect of the said Plot of Land bearing No.78, admeasuring about 674.985 Sq.Mtrs area (50% Shares) out of 1349.97 Sq.Mtrs. area, under 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, at Ulwe , Navi Mumbai, Taluka - Panvel and District- Raigad in the name of A) **M/S. SHREEJI LIFESPACES INFRASTRUCTURE** and remaining 50% lease hold rights, shares, title and Interest in respect of the said Plot No.78, admeasuring about 674.985 Sq.Mtrs area (50% Shares) out of 1349.97 Sq. Meters area, under 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, at Ulwe , Navi Mumbai, Taluka - Panvel and District- Raigad in the name of B) **SMT. RUKHMINI ANKUSH**

**NAIK AND OTHERS 19**, Vide Final Transfer Order Dated -28.06.2022, bearing Ref. No. CIDCO/ ESTATE /12.5% SCHEME/ULWE/376/ 2022/891 .

8) By virtue of Tripartite Agreement Dated - 07.06.2022, duly registered with Joint Sub Registrar Panvel - 2, on 10.06.2022, under Serial No. PVL-2-8230- 2022 A) **M/S. SHREEJI LIFESPACES INFRASTRUCTURE** have acquired 50% lease hold rights of Said Plot AND B) **SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19**, have acquired 50% lease hold rights of Said Plot.

9) Thereafter, the Said A) **M/S. SHREEJI LIFESPACES INFRASTRUCTURE** AND B) **SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19** has prepared Building Plans in respect of intending Building viz. “ **SHREEJI CLOUD**”, which is to be erected upon the Said Plot for Residential cum Commercial Purpose, through Architect and submitted the same to Additional Town Planning Officer of M/s. CIDCO LTD., for approval and sought approval to such plans and M/s. CIDCO Ltd., granted Development Permission in respect of Said Plot, vide Commencement Certificate Ref. No. CIDCO/BP-18321/TPO(NM & K)/2022/10430 , Dated - 10.04.2023 on the terms and conditions set and prescribed therein in respect of the Project in and upon Said Plot and authenticated copy is attach in **Annexure ‘A’**.

10) By virtue of the Tripartite Agreement Dated -07.06.2022 and Commencement Certificate, Dated -10.04.2023, The M/S. SHREEJI LIFESPACES INFRASTRUCTURE and SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 are the Joint owners of the said plot and they have got rights to develop the said property.

11) AND WHEREAS the PROMOTERS M/S. SHREEJI LIFESPACES INFRASTRUCTURE along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 are entitled and enjoyed upon to construct building/s on the aforesaid project land in accordance with the recitals herein above.

12) AND WHEREAS the PROMOTERS along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19, are in possession of the project land.

13) AND WHEREAS the PROMOTERS along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 have proposed to construct on the project land building and thereof having 1 Ground Floor + Six upper Floors , having 15 - Residential Flats and 9 - Commercial Shops on the said plot of land to be known as “ **SHREEJI CLOUD** ” and to sell the said flats and Shop in the said buildings to the prospective purchaser/s and accordingly as per the terms and condition as mutually decided between M/S. SHREEJI LIFESPACES INFRASTRUCTURE and SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19, both the have determined the ratio of 50 : 50 of above said 15 - Flats and 9- Shops in their respective share.

14) AND WHEREAS by Virtue of above said clause No. 13 as mentioned above THE PROMOTERS i.e. M/S. SHREEJI LIFESPACES INFRASTRUCTURE alone have sole and exclusive right to sell and dispose off the Flats and Shops on ownership basis in the said building for their above said respective share and the OWNERS, SMT. RUKHMINI ANKUSH NAIK AND

OTHERS 19 have sole and exclusive right to sell and dispose off the Flats and Shops on ownership basis in the said building for their above said respective share, to be constructed by the PROMOTERS on the said Plot and to enter into Agreement with the Purchaser/s of the said Flats and Shops etc, and to receive the sale price in respect thereof.

15) AND WHEREAS the PROMOTERS have sole and exclusive right to sell flat and shop as per their respective shares in the building known as “ **SHREEJI CLOUD** ” to be constructed by the PROMOTERS on the project land and to enter into an Agreement/s with the purchaser/s of the flat, to receive the sale consideration in respect thereof and whereas SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 hereby confirm that even though they are the joint owners of the said plot of land, however they agrees and provide their will full and irrevocable consent to the prospective/intending purchaser/s for making the payment and issuing the Cheque of total agreed consideration solely in the name of **M/S. SHREEJI LIFESPACES & INFRASTRUCTURE** , THE PROMOTERS for their respective shares .

16) AND WHEREAS THE PURCHASER/S/ALLOTTEE/S is/are offered **Flat bearing No. \_\_\_\_\_** on the \_\_\_\_\_ Floor, (Hereinafter referred to as the said flat) in the building called “ **SHREEJI CLOUD**” (Hereinafter referred to as the said building) being constructed on the aforesaid project land by the PROMOTER.

17) AND WHEREAS THE PROMOTER entered into standard agreement with an Architects registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architects

18) AND WHEREAS THE PROMOTER has registered the project under the provisions of the Real Estate ( Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at Mumbai, registration No. \_\_\_\_\_ Authenticated copy is attach in **Annexure 'B'**.

19) AND WHEREAS THE PROMOTER have appointed a structural Engineer for the preparation of the structural design and drawings of the building/s and THE PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.

20) AND WHEREAS by virtue of the Development Permission /Commencement Certificate Dated-10.04.2023, the PROMOTER have sole and exclusive right to sell the Flats and shops in the building known as “**SHREEJI CLOUD**” in their above said respective share and the said Building to be constructed by the PROMOTER on the project land and to enter into an Agreement/s with the PURCHASER/S/ALLOTTEE/S of the flats/Shops to receive the sale consideration in respect thereof;

21) AND WHEREAS on demand from the PURCHASER/S/ALLOTTEE/S , the Promoter has given inspection to the PURCHASER/S/ALLOTTEE/S of all the documents of title relating to the

project land and the plans, designs and specifications prepared by the Promoter's Architects **M/S. SATISH V. AHUJA AND ASSOCIATES** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

22) AND WHEREAS the authenticated copies of Certificate of Title issued by the Mr. Sanket V. Dalvi, Advocate of the Promoter and authenticated copies of property or any other relevant record showing the Nature of the title of the promoter to the project land on which the Flats and Shop are constructed or are to be constructed have been annexed hereto and marked as Annexure "C" and Annexure "D"

23) The Authenticated Copies of the Plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure "E".

24) The Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure "F" .

25) AND WHEREAS the authenticated copies of the plans and specifications of the Flats/Shops agreed to be purchased by the PURCHASER/S/ALLOTTEE/S, as sanctioned and approved by the local authority have been annexed and marked as Annexure "G".

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

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

28) AND WHEREAS the Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

29) AND WHEREAS the PURCHASER/S/ALLOTTEE/S has applied to the Promoter for allotment of a Flat No. .... on .....floor , in the building known as "**SHREEJI CLOUD**", to be constructed on Plot No.78, Sector -21, at Ulwe, Navi Mumbai , Taluka - Panvel and District- Raigad.

30) AND WHEREAS the carpet area of the said **Flat** is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the

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

31) AND WHEREAS the parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

32) AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

33) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_, no. \_\_\_\_\_ ;

34 ) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat No. \_\_\_\_\_ and Garage/Covered Parking No .....

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

1. The PROMOTER along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 shall construct building known as “SHREEJI CLOUD” on the aforesaid project land consisting of 1 Ground floor + Six upper floors, on the aforesaid project land in accordance with plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the flat ALLOTTEE/S except any alteration or addition required by any government authorities or due to change in law.

1.a. (i). The ALLOTTEE/S hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE/S a **Flat No.** \_\_\_\_\_ admeasuring about \_\_\_\_\_ Sq.

Mtrs of Carpet , \_\_\_\_ Floor, situated in the building known as “SHREEJI CLOUD”, (hereinafter referred to as “the Flat ”) as shown in the floor plan thereof hereto annexed and marked Annexure “E” , “F” and “G” for the consideration of Rs. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY) including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately) **The purchase price of the Flat as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.**

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

1.b. The total aggregate consideration amount for the Flat including garages/covered parking spaces is thus Rs. \_\_\_\_\_/-.

1.c. The ALLOTTEE/S has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY)** (not exceeding 10 % if the total consideration) as advance payment or application fee and hereby agrees to pay to PROMOTER the balance amount of **Rs. \_\_\_\_\_ /- (RUPEES \_\_\_\_\_ ONLY)** in the following manner :

- i. Amount of **Rs. \_\_\_\_\_ /- (RUPEES \_\_\_\_\_ ONLY)** (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of **Rs. \_\_\_\_\_ /- (RUPEES \_\_\_\_\_ ONLY)** (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of **Rs. \_\_\_\_\_ /- (RUPEES \_\_\_\_\_ ONLY)** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

- iv. Amount of **Rs.** \_\_\_\_\_ **/- (RUPEES** \_\_\_\_\_ **ONLY)** (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of **Rs.** \_\_\_\_\_ **/- (RUPEES** \_\_\_\_\_ **ONLY)** (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of **Rs.** \_\_\_\_\_ **/- (RUPEES** \_\_\_\_\_ **ONLY)** (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of **Rs.** \_\_\_\_\_ **/- (RUPEES** \_\_\_\_\_ **ONLY)** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of **Rs.** \_\_\_\_\_ **/- (RUPEES** \_\_\_\_\_ **ONLY)** against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of **Value Added Tax, Service Tax, Goods and Service Tax, Swachh Bharat Tax** and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
- 1.e. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/ order/ rule /regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.
- 1.f. The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE/S by discounting such early payments @ \_\_\_\_\_ % 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 any ALLOTTEE/S by the PROMOTER.

- 1.g. The Promoters 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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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.
- 1.h. The ALLOTTEE/S authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE/S undertakes not to object/ demand/ direct the PROMOTER to adjust his payments in any manner.
- 2.1. The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the ALLOTTEE/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat.
- 2.2. Time is essence for the PROMOTER as well as the ALLOTTEE/S. The PROMOTER shall abide by the time schedule for completing the project and handing over the Flat to the ALLOTTEE/S and the common areas to the association of the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the ALLOTTEE/S shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 ( c ) herein above. ("payment plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1349.97** square meters only and Promoter has planned to utilize Floor Space Index of 1.5 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 Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1. If the PROMOTER fails to abide by the time schedule for completing the project and handing over the flat to the ALLOTTEE/S, the PROMOTER agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession. The ALLOTTEE/S agrees to pay to the PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S(s) to the PROMOTER.
- 4.2. Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTER under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement:

PROVIDED THAT, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE/S, by Registered Post AD at the address provided by the ALLOTTEE/S and mail at the e-mail address provided by the ALLOTTEE/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

PROVIDED further that upon

of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of thirty days of the termination, the instalments of sale consideration of the flat/s which may till then have been paid by the ALLOTTEE/S to the PROMOTER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTER in the said building and the flat as are set out in Annexure ' H ' annexed hereto.
6. The PROMOTER shall give possession of the flat/s to the ALLOTTEE/S on or before 30-09-2026. If the PROMOTER fails or neglects to give possession of the flat to the ALLOTTEE/S on account of reasons beyond his/her/their control and of his/her/their agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him/her/them in respect of the flat/s with interest at the same rate as may mentioned in the clause 4.1 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 Flat/s on the aforesaid date, if the completion of building in which the Flat/s is to be situated is delayed on account of:

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

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

7. 1. **PROCEDURE FOR TAKING POSSESSION** - The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Flat to the ALLOTTEE/S in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the PROMOTER shall give possession of the Flat to the ALLOTTEE/S. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEE/S, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.
7. 2. The ALLOTTEE/S shall take possession of the Flat within 15 days of the written notice from the PROMOTER to the ALLOTTEE/S intimating that the said Flat/s is/are ready for use and occupancy.
7. 3. **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF FLAT** - Upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE/S shall take possession of the Flat from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Flat to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession within the time provided in clause 7.1 such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable.
7. 4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost **but in such circumstances It shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship** and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The ALLOTTEE/S shall use the Flat or any part thereof or permit the same to be used only for residential purpose.

9. The ALLOTTEE/S along with other ALLOTTEE/S of Flat/s in the said project building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE/S, so as to enable the PROMOTER to register the common organization of ALLOTTEE/S. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly and No objection shall be taken by the ALLOTTEE/S if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
9. 1. The PROMOTER shall undertake for formation of final body of purchaser, within three months of registration of the Society or Association or Limited Company (after completing the 51% registration of Agreement for Sale out of the total units of the Building), as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTER and/or the owners in the said structure of the Building or wing in which the said Flat/s is situated. However, the Promoter shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed/Lease Deed. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee/s in proportion to his/her/their gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.
9. 2. The PROMOTER shall, within three months of registration of the Federation /apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTER and/or the owners in the said project on which the building with multiple wings or buildings are constructed. However the Promoter shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed/Lease Deed. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due

to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne the Allottee/s in proportion to his/her/their gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

9. 3. Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE/S that the Flat is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/S shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S' share is so determined the ALLOTTEE/S shall pay to the PROMOTER provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the ALLOTTEE/S to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance /assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
  - (iv) Rs. ....for deposit towards provisional monthly contribution onwards outgoings of Society or Limited Company/Federation/ Apex body.
  - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
  - (vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.

11. The ALLOTTEE/S shall pay to the PROMOTER a sum of Rs...../- requisite charges 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.
12. At the time of registration of conveyance or Lease of the structure of the said project, the ALLOTTEE/S shall pay to the PROMOTER, the ALLOTTEE/S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said project, the ALLOTTEE/S shall pay to the PROMOTER, the ALLOTTEE/S share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said project land to be executed in favour of the society, Apex Body or Federation.

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The PROMOTER along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 have clear and marketable title with respect to the aforesaid project as declared in the title report annexed in this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.
- ii. The PROMOTER along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTERS along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 has been and shall, at all times, remain to be

- in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected;
  - vii. The PROMOTER along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19, 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 project land, including the Project and the said Flat/s which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement;
  - viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Flat/s to the ALLOTTEE/S in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/S the PROMOTER along with SMT. RUKHMINI ANKUSH NAIK AND OTHERS 19 shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the ALLOTTEE/S;
  - x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - 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 PROMOTER in respect of the project land and/or the Project.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or

other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. 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 s or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the PROMOTER executes this Agreement he/she/they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S who has taken or agreed to take such Flat.

18. **BINDING EFFECT**

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

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

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

22. **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.

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

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

24. **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.

25. **PLACE OF EXECUTION** - The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters 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 Panvel.

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

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

Name of ALLOTTEE/S :- MR. \_\_\_\_\_

(ALLOTTEE/S' Address) :- \_\_\_\_\_

Notified Email Id : \_\_\_\_\_  
Name of PROMOTER : **M/S. SHREEJI LIFESPACES INFRASTRUCTURE**  
(ALLOTTEE/S' Address) : Office No.103, B-Wing, The Great Eastern Summit, Plot  
No.66, Sector -15, CBD-Belapur, Navi Mumbai -400 614,  
Notified Email Id : shreejigroup02@gmail.com

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

28. **JOINT ALLOTTEE/S**

That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTER to the ALLOTTEE/S 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 ALLOTTEE/S.

29. **STAMP DUTY AND REGISTRATION** : The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.

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

31. **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 courts will have the jurisdiction for this Agreement.

**SCHEDULE 'A'**

**DESCRIPTION OF PLOT:**

All that piece of Land bearing Plot of Land bearing No. 78, under 22.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Sector -21, Village Ulwe, Navi Mumbai, Taluka - Panvel and District- Raigad, containing by measurement 1349.97 Sq. Mtrs., or thereabout and bounded as follows:-

On or towards the North by : Plot No.91

On or towards the South by : 15.00 Mtrs. Wide Road.

On or towards the East by : 11.00 Mtrs. Wide Road.

On or towards the West by : Plot No.79

**SCHEDULE "B"**

**DESCRIPTION OF FLAT**

ALL THAT piece and parcel of premises bearing **Flat No.** \_\_\_\_\_, admeasuring about \_\_\_\_\_ Sq. Mtrs of Carpet area \_\_\_\_\_ Floor , in the building known as "**SHREEJI CLOUD**", to be constructed on Plot No.78, Sector -21, at Ulwe, Navi Mumbai, Taluka - Panvel and District- Raigad.

IN WITNESS, WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to the day, month and the year specifically mentioned herein above.

Signed sealed and delivered by )

The within named "THE PROMOTER" )

**M/S. SHREEJI LIFESPACES INFRASTRUCTURE** )

**THROUGH ITS PARTNERS** )

**1) MR. LADHAVJI VASHRAM PATEL** )

**2) MR. KAMLESH VASHARAMBHAI BHANUSHALI** )

**3) MR. NARAYAN JIVA VAVIYA** )

In the presence of... )

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED BY )

The within named THE FLAT PURCHASER/S/ALLOTTEE/S )

..... )

..... )

In the presence of... )

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

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**RECEIPT**

RECEIVED a sum of **RS**..... /- ( **RUPEES** .....  
.....  
..... **ONLY**) BEING THE ADVANCE AND PART SALE CONSIDERATION  
PAYMENT from the within named THE PURCHASER/S/ ALLOTTEE/S .....  
..... of **Flat No.** \_\_\_\_\_,  
\_\_\_\_\_ Floor, in the building known as “**SHREEJI CLOUD**” situated on Plot  
No.78, Sector -21, at Ulwe, Navi Mumbai, Taluka - Panvel and District- Raigad.

I/WE SAY RECEIVED  
**Rs**...../-

**M/S. SHREEJI LIFESPACES INFRASTRUCTURE  
THROUGH ITS PARTNERS**

- 1) MR. LADHAVJI VASHRAM PATEL,**
- 2) MR. KAMLESH VASHARAMBHAI BHANUSHALI,**
- 3) MR. NARAYAN JIVA VAVIYA**  
( THE PROMOTER )

WITNESS :-

- 1.
- 2.

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Annexure "H"

**LIST OF AMENITIES**

**FLOORING**

- 2'x2' Vitrified flooring in all rooms

**KITCHEN:**

- Granite Kitchen platform with S.S. Sink
- Ceramic tiles over the Kitchen platform up to Beam bottom level

**BATH/WC:**

- Ceramic glazed tiles up to Beam bottom level
- Branded sanitary fitting
- Concealed plumbing with hot & cold mixer arrangement

**DOORS:**

- Solid Flush Main Door with designer laminate & Internal wooden doors with paint finish

**WINDOWS:**

- Powder coated sliding window with Marble frame

**WIRING:**

- Concealed Copper wiring with Telephone & TV point in Living and Master Bedroom

**WALLS & PAINT:**

- Internal walls finish with Distemper paint
- Standard quality Acrylic paint on external walls

**WATER TANK:**

- Underground & Overhead tank with adequate storage capacity

**TERRACE:**

- Special water proofing treatment

**LIST OF ANNEXURE :**

Annexure "A" --- Copy of Commencement Certificate Dated-10.04.2023 .

Annexure "B" --- Copy of Project Registration Certificate with RERA.

Annexure "C" --- Copy of Report on Title

Annexure "D"— CIDCO Final Order Dated- - 28.06.2022.

Annexure "E"— Copy of the Plans of the Layout as approved by the concerned Local Authority

Annexure "F" --- Copy of Layout Plan of the Building

Annexure "G" --- Copy of Typical Floor Plan of the said premises.

Annexure "H" --- List of Common Amenities.

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Dated this ..... Day of April, 2023

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**M/S. SHREEJI LIFESPACES INFRASTRUCTURE**

... Promoters

AND

**MR .....**

..THE PURCHASER/S/ ALLOTTEE/S

\*\*\*\*\*

Agreement for Flat No. ....

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