

AGREEMENT

This Agreement made at Mumbai on this day of _____ in the year Two Thousand and Twenty-Four (2024) between **M/S. YASH CONSTRUCTION CO., (PAN- AACFY8967E)** a registered Partnership, having its registered office at 201, 2nd Floor, Kalpvruksha Building, R.H.B. Road, Opp. Karur Vysya Bank, Mulund (West), Mumbai-400080 and carrying on business under the name and style of “**YASH CONSTRUCTIONS CO.**” through its one of the Partners **Shri. _____**, hereinafter referred to as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**

AND

(1) MR. _____ aged about _____ years & **(2) MRS. _____** aged about _____ years both of them Hindu, Adult, Indian Inhabitants, residing at _____

_____ hereinafter called “**the Allottee/s/Flat Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include heirs representative heirs, executors, administrators and assigns) of the **Other Part**.

WHEREAS the **Mulund Manjusha Co-operative Housing Society Limited** duly registered under the provisions of Maharashtra Co-operative societies Act, 1960 vide Registration No. **BOM/HSG/3251 of 1971** (hereinafter referred to as the “**the Said Society**” is the owner and well and sufficiently entitled to all that piece and parcel of land situate, lying and being at Plot No.2-3/345-A, Zaver Road, Mulund (West), Mumbai – 400080, bearing C.T.S. No. 1201-A of Village Mulund (West), Taluka Kurla, Mumbai Sub-urban District in

the Registration Sub-District of Mumbai Sub-urban District, containing by admeasuring 850.56 sq. meters or thereabouts (hereinafter referred to as the said '**Plot**') together with the building known as "**MANJUSHA**" consisting Ground + Four storied Building having 17 tenements (the said "**Building**"). The said Plot along with Building is more particularly defined under **First Schedule of Property** and hereinafter collectively referred to as the "**said Property**" for sake of brevity

AND WHEREAS pursuant to Development Agreement dated 5th August, 2022 and Power of Attorney dated 5th August, 2022 (hereinafter referred to as "the said development agreement and power of attorney") executed by and between the said society therein referred to as "The Society" of the One Part, Members of the Society therein referred to as the "Members" of the Second Part and the Developer herein therein referred to as the "Developer" of the Third Part, the society granted to the Developer and the Developer acquired from the society the development rights for and in respect of the said property at or for the consideration and for and on the terms and conditions contained therein. The said Development Agreement and Power of Attorney are registered with Joint Sub-Registrar of Assurance, Kurla-4, under Sr. No. KRL4-16680-2022 and KRL4- 16681-2022 both dated 5th August, 2022.

AND WHEREAS the said society and the members of the society have vacated the said property and handed over vacant and peaceful possession of the said property to the Developer.

AND WHEREAS by virtue of the said development agreement, the Developer is entitled to develop the said property by constructing new building/s thereon named "**Manjusha**" (hereinafter referred to as the "**said building**") in accordance with the plans for redevelopment of the said property as may be sanctioned by Municipal Corporation of

Greater Mumbai (hereinafter referred to as the “**Said Corporation**”) from time to time. The Developer also have an exclusive right to sell the flats and premises for which it is entitled to sell in the building to be/being constructed on the said property and to enter into agreement/s with the Flat Purchaser/s and to receive the sale price in respect thereof (after allotment of flats to existing members).

AND WHEREAS the Allottee/s/Flat Purchaser/s is offered an Flat bearing Number_____on the_____floor, (herein after referred to as the said “**Flat**”) in the said new building called Manjusha (herein after referred to as the said “**Building**”) being constructed on the said plot, by the Developer.

AND WHEREAS the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Corporation has sanctioned the plans in respect of the said property and issued I.O.D. under No. **P-9612/2021(1201)/T Ward/MULUND-W/IOD/NEW dated 14/02/2023**, a copy hereof is annexed hereto and marked as Annexure A.

AND WHEREAS the Commencement Certificate bearing No. **P-9612/2021(1201)/T Ward/MULUND-W/FCC/NEW Dated 13th March, 2024** in respect of the said property has also been granted by the Corporation. A copy whereof is annexed hereto and marked as Annexure B.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the

Allottee/s/Flat Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure C.

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

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 Developer while developing the said plot 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.

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide **Registration Certificate No.**_____ authenticated copy is attached in Annexure D;

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney, the Developer has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Developer on the said plot and to enter into Agreement/s with the Allottee/s/Flat

Purchaser/s(s)/s of the Flats and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s/Flat Purchaser/s, the Developer has given inspection to the Allottee/s/Flat Purchaser/s of all the documents of title relating to the said plot, said Property and the plans, designs and specifications prepared by the Developer's Architects Redkar & Redkar Architects & Planners 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate Vivek D. Ravani of the Developer, authenticated copies of Property card showing the nature of the title of the Developer to the said plot on which the Flats are to be constructed have been annexed hereto and marked as Annexure 'E' and 'F', respectively.

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

AND WHEREAS the Allottee/s/Flat Purchaser/s has applied to the Developer for allotment of a Flat No. onfloor in wing situated in the building No. being constructed in the _____ phase of the said Project.

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 Allottee/s/Flat Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive

use of the Allottee/s/Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

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;

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

AND WHEREAS under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Allottee/s/Flat Purchaser/s, 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 Developer hereby agrees to sell and the Allottee/s/Flat Purchaser/s hereby agrees to purchase the Flat and the garage/covered parking

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

1. The Developer shall construct the said building/s consisting of stilt plus 18th upper floors on the said plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer shall have to obtain prior consent in writing of the Allottee/s/Flat Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s/Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/s/Flat Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee/s/Flat Purchaser/s Flat No. of the type of carpet area admeasuring sq. metres on floor in the building_____/wing (hereinafter referred to as "**the Flat**") as shown in the Floor plan thereof, for the consideration of Rs. 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).**

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing no. _____, admeasuring _____Sq. Ft. having _____ft. length x _____ft. breadth x _____ft. vertical clearance and 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. _____, admeasuring _____ Sq. Ft. having

_____ft. length x _____ft. breadth x _____ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout for the consideration of Rs. _____/-

OR

(iii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in the following manner:-

- i. Amount of Rs...../- (_____) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Flat is located.

- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including stilt of the building or wing in which the said Flat is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Developer 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...../-(.....) against and at the time of handing over of the possession of the Flat to the Allottee/s/Flat Purchaser/s 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 Developer by way of Value Added Tax, Service 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 Developer) up to the date of handing over the possession of the [Flat/Plot].

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 Developer undertakes and agrees that while raising a demand on the Allottee/s/Flat Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s/Flat Purchaser/s, which shall only be applicable on subsequent payments.

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s/Flat Purchaser/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 an Allottee/s/Flat Purchaser/s by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Allottee/s/Flat Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund

the excess money paid by Allottee/s/Flat Purchaser/s 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/s/Flat Purchaser/s. If there is any increase in the carpet area allotted to Allottee/s/Flat Purchaser/s, the Developer shall demand additional amount from the Allottee/s/Flat Purchaser/s 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/Flat Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee/s/Flat Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

2.1 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 Allottee/s/Flat Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Developer as well as the Allottee/s/Flat Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s/Flat Purchaser/s and the common areas to the association of the Allottee/s/Flat Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the

case may be. Similarly, the Allottee/s/Flat Purchaser/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 Developer as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the said plot is square meters only and Developer has planned to utilize Floor Space Index of _____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 Developer has disclosed the Floor Space Index of _____as proposed to be utilized by him on the said plot in the said Project and Allottee/s/Flat Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s/Flat Purchaser/s, the Developer agrees to pay to the Allottee/s/Flat Purchaser/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/Flat Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/s/Flat Purchaser/s agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s/Flat Purchaser/s to the Developer under the terms of

this Agreement from the date the said amount is payable by the Allottee/s/Flat Purchaser/s(s) to the Developer.

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

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Provided that, Developer shall give notice of fifteen days in writing to the Allottee/s/Flat Purchaser/s, by Registered Post AD at the address provided by the Allottee/s/Flat Purchaser/s and mail at the e-mail address provided by the Allottee/s/Flat Purchaser/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/Flat Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

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

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 Developer in the said building and the Flat as are set out in Annexure 'E', annexed hereto.
6. The Developer shall give possession of the Flat to the Allottee/s/Flat Purchaser/s on or before..... day of20___. If the Developer fails or neglects to give possession of the Flat to the Allottee/s/Flat Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer

shall be liable on demand to refund to the Allottee/s/Flat Purchaser/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s/Flat Purchaser/s as per the agreement shall offer in writing the possession of the [Flat], to the Allottee/s/Flat Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the [Flat] to the Allottee/s/Flat Purchaser/s. The Developer agrees and undertakes to indemnify the Allottee/s/Flat Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s/Flat Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Allottee/s/Flat Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Allottee/s/Flat Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s/Flat Purchaser/s shall take possession of the Flat within 15 days of the written notice from the promotor to the

Allottee/s/Flat Purchaser/s intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Allottee/s/Flat Purchaser/s to take Possession of [Flat/Plot]: Upon receiving a written intimation from the Developer as per clause 8.1, the Allottee/s/Flat Purchaser/s shall take possession of the [Flat] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Flat] to the Allottee/s/Flat Purchaser/s. In case the Allottee/s/Flat Purchaser/s fails to take possession within the time provided in clause 8.1 such Allottee/s/Flat Purchaser/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/s/Flat Purchaser/s, the Allottee/s/Flat Purchaser/s brings to the notice of the Developer 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 Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s/Flat Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s/Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. SPECIAL NOTE:

The Allottee/s knows and accepts that the said real estate project is a redevelopment project of the said Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of

RERA.

However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building.

The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/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'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

- 9.1 Within 15 days after notice in writing is given by the Developer to the Allottee/s/Flat Purchaser/s that the Flat is ready for use and occupancy, the Allottee/s/Flat Purchaser/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 said plot 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 plot 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/Flat Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be

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

10. The Allottee/s/Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amount:-

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

(ii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

- (iii) Rs.....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Rs.....For Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs_____for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee/s/Flat Purchaser/s shall pay to the Developer a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Developer 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. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee/s/Flat Purchaser/s as follows:

- i. The Developer has clear and marketable title with respect to the said plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said plot or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said plot or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot 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, said plot and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building/wing and common areas;

vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s/Flat Purchaser/s created herein, may prejudicially be affected;

vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the said [Flat] which will, in any manner, affect the rights of Allottee/s/Flat Purchaser/s under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Flat] to the

Allottee/s/Flat Purchaser/s in the manner contemplated in this Agreement;

ix. Upon receipt of occupation certificate of new building Manjusha and sale of all flats of the said building, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to Mulund Manjusha Co-op. Hsg. Soc. Ltd.;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the said plot and/or the Project except those disclosed in the title report.

13. The Allottee/s/Flat Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows :-

- i. To maintain the Flat at the Allottee/s/Flat Purchaser/s'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/s/Flat Purchaser/s in this behalf, the Allottee/s/Flat Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their 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 Developer to the Allottee/s/Flat Purchaser/s 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/s/Flat Purchaser/s committing any act in contravention of the above provision, the Allottee/s/Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot 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 said plot and the building in which the Flat is situated.
- vii. Pay to the Developer within fifteen days of demand by the Developer, his/her/their 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/s/Flat Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s/Flat Purchaser/s 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/s/Flat Purchaser/s to the Developer under this Agreement are fully paid up.
- x. The Allottee/s/Flat Purchaser/s 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s/Flat Purchaser/s 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/s/Flat Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said plot on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee/s/Flat Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said plot or any part thereof to view and examine the state and condition thereof.

14. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s/Flat Purchaser/s 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.

14A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/s/Flat Purchaser/s 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 Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the said plot is transferred to the Apex Body /Federation as hereinbefore mentioned.

16. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer 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/Flat Purchaser/s who has taken or agreed to take such [Flat].

17. BINDING EFFECT

Forwarding this Agreement to the Allottee/s/Flat Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s/Flat Purchaser/s until, firstly, the Allottee/s/Flat Purchaser/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/Flat Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developer. If the Allottee/s/Flat Purchaser/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/Flat Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s/Flat Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s/Flat Purchaser/s, application of the Allottee/s/Flat Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/s/Flat Purchaser/s in connection therewith

including the booking amount shall be returned to the Allottee/s/Flat Purchaser/s without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/FLAT PURCHASER/S/SUBSEQUENT ALLOTTEE/S/FLAT PURCHASER/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/Flat Purchaser/s of the [Flat], in case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.

21. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s/Flat Purchaser/s has to make any payment, in common with other Allottee/s/Flat Purchaser/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 [Flats] in the Project.

23. 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.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/s/Flat Purchaser/s, in _____ after the Agreement is duly executed by the Allottee/s/Flat Purchaser/s and the Developer 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 _____.

25. The Allottee/s/Flat Purchaser/s and/or Developer 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 Developer will attend such office and admit execution thereof.

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

_____ Name of Allottee/s/Flat Purchaser/s

_____ (Allottee/s/Flat Purchaser/s's Address)

Notified Email ID: _____

M/S. YASH CONSTRUCTION CO.
201, 2nd Floor, Kalpvruksha Building,
R.H.B. Road, Opp. Karur Vysya Bank,
Mulund (West), Mumbai- 400 080.

Notified Email ID: _____

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

27. JOINT ALLOTTEE/S/FLAT PURCHASER/S

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

28. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s/Flat Purchaser/s/ Developer.

29. 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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE I

DESCRIPTION OF THE PROPERTY ABOVE REFERRED

PART I: ALL THAT piece or parcel of land or ground containing by admeasurement 514.44 Sq. yards equivalent to 430.56 sq. meters or thereabouts and bearing Survey No. 345/A-1 and plot No. 2 at Zaver Road, Mulund (west), Mumbai-400080, Taluka Kurla in the Registration Sub-Dist. Of Bandra, District Mumbai Suburban and bearing city survey CTS No.1201-A, Tika No.74 and assessed by the Mumbai Municipal Corporation under "T" ward and bounded as follows:

ON or Towards the North: by property of Shri. H.J. Thatte,
ON or Towards the South: partly by plot No. 3 of the same Survey no. and partly by access road and beyond that by Zaver Road;
ON or Towards the West: by plot no. 1 of same Survey No.
ON or Towards the East: by plot no. 4 of same Survey no.

PART II: ALL THAT piece or parcel of land or ground containing by admeasurement 502.77 Sq. Yards equivalent to 420 Sq. Meter or thereabout and bearing Survey No. 345/A-1 and plot no. 3 at Zaver

Road, Mulund (West), Mumbai-400080, Taluka Kurla in the Registration Sub-District of Bandra, District Mumbai Suburban and bearing CTS. No.1201-A, Tika No.74 Mumbai Municipal Corporation under "T" Ward and bounded as follows:-

On or towards the south - by Zaver Road,

On or towards the North - by plot No. 2 of the same Survey No.

On or towards the West - by plot No.1 the same Survey No.

On or towards the East - by access road and beyond that

plot no. 5 of the same Survey No.

SCHEDULE II

THE SECOND SCHEDULE ABOVE REFERRED TO-

Flat No. _____ admeasuring _____ square feet RERA Carpet Area on the _____ Floor along with parking space of the building known as Manjusha of The Mulund Manjusha Co-op. Housing Society Ltd. to be constructed Ground + ___ Floors with Lift, on Plot No.8-A and bearing C.T.S. No.551/65 of Village Nahur, Taluka Kurla and situated at Trimurti Marg, Mulund [West], Mumbai 400 080, in the Registration District and Sub-District of Mumbai Suburban.

SCHEDULE III

AMENITIES

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Entrance Lobby	30/6/2027	30/06/2027	

ii.	Lift	30/6/2027	30/6/2027	11 sq.m
iii	Gymnasium	30/6/2027	30/6/2027	

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
i.	Entrance Lobby		30/6/2027	30/6/2027		
ii.	Lift		30/6/2027	30/6/2027	11 sq.m	
iii	Gymnasium		30/6/2027	30/6/2027		

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	NA					

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

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA				

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger	2	6-8	0.5-1.5 m/s
ii	Fire	1	5-6	0.5-1.5 m/s

SIGNED, SEALED AND DELIVERED BY THE)

WITHIN NAMED "DEVELOPER")

M/S. YASH CONSTRUCTION CO.)

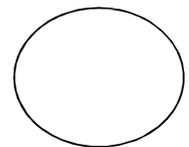
REPRESENTED BY PARTNER)

Shri _____)

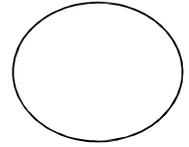
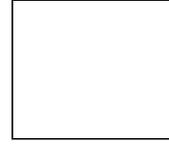
IN THE PRESENCE OF)

1.

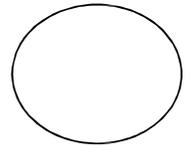
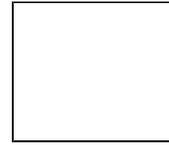
2.



SIGNED SELAED AND DELIVERED BY THE)
WITHIN NAMED ALLOTTEE/S/)
FLAT PURCHASER/S)
MR. _____)
PAN: _____)



MRS. _____)
PAN: _____)
IN THE PRESENCE OF)
1. _____)



2. _____

Housiey.com

RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards part payment of total consideration as mentioned above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

M/S. YASH CONSTRUCTION CO.,
Through its Partner/s

FLOOR PLAN OF THE FLAT

ANNEXURE - A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

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