

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN**

**M/S. SHREEJI PROPERTIES**, a partnership firm (Registered) holding Income Tax P.A.N. ABRFS9099M having its office at Plot 96 D'souza Cottage, Prabhat Colony, R.NO 7, Santacruz East, Bhd Micheal Mansion, MUMBAI-400055 represented by its Partners hereafter referred to as "**THE DEVELOPERS**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partners and the partners from time to time constituting the said firm, the survivors or survivor of them and the heirs, executors administrators of such last survivor and assigns) of the **ONE PART**

**AND**

**MR/MRS.** \_\_\_\_\_, having his  
address \_\_\_\_\_ at

\_\_\_\_\_, having PAN  
\_\_\_\_\_, hereinafter referred to as "**The**

**PURCHASERS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual or individuals such individuals and/or his/her/their respective heirs, legal representatives, executors, administrators, successors and assignees and in the case of the Partnership Firm, the partner or partners for the time being of thereof, the last of survivor or survivors as the case may be and in the case of the Company, its successors and the permitted assigns) of the **OTHER PART**;

**W H E R E A S**

i) The Developers have got the buildings plans and specification of Composite building comprising of "Wing A" & "Wing B" having Stilt (Part) + Ground (Part) + 12 Upper Floors AND "Wing C" having Ground +12 Upper Floors duly sanctioned and approved from the Slum Rehabilitation Authority. The proposed construction with full potential F.S.I and all approvals along with any proposed modifications and amendments to such approvals shall hereinafter referred to as "**The said New Buildings**" on the property bearing C.T.S. Nos. 82 , 82/1-49, of Village Kurla -IV and more particularly described in **Annexure "A"** hereto.

ii) The Developers have obtained the Commencement Certificate annexed herewith as **Annexure "B"** for the said development via letter dated 29/02/2024 from the Slum Rehabilitation Authority.

iii) The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim.

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

1. The developers shall construct the said Composite building comprising of “Wing A” & “Wing B” namely “BKC CROWN” having Stilt (Part) + Ground (Part) + 12 Upper Floors AND “Wing C” namely “ASHTVINAYAK ” having Ground +12 Upper Floors by utilizing and consuming the present unutilized development potential thereof including, the fungible FSI, FSI by payment of premium and all other development potential as may be permissible under Section 33(10) AND 33(11) of the prevalent Development Control Regulations for Greater Mumbai, 2034 and/or other rules/bye laws of on the said property more particularly described in the **Annexure “A”**, shall hereinafter referred to as **“The said New Building”** in accordance with the plans, designs, specifications approved by the concerned local authority / SRA and which have been perused by the Purchasers.

2. The Purchasers hereby agrees to purchase from the developers and the developers hereby agree to sell to the Purchasers residential premises No. \_\_\_\_\_ in Wing \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet RERA carpet area equivalent to \_\_\_\_\_ square meters on \_\_\_\_\_ floor in the building known as **“BKC CROWN / ASHTVINAYAK”**, as shown shaded by red color boundary line annexed hereto as **Annexure “C”** and described in the **schedule** hereunder written is hereinafter collectively referred to as **“the said Premises”** for the consideration of **Rs. \_\_\_\_\_/-** including the proportionate price of the common areas and facilities appurtenant to the premises.

3. The Purchaser has agreed to purchase \_\_\_\_\_ No. of parking space of Big / Small car in Tower / Puzzle parking system for an amount of **Rs.**

\_\_\_\_\_, thus the total aggregate consideration amount for the Apartment including / excluding parking space is **Rs.** \_\_\_\_\_/-. Receipt of such payment is acknowledged by the Purchasers and annexed herewith as **Annexure “D”**.

4. The Purchasers 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 developers the balance amount of Rs \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**) in the following manner:

<b>Sr. No.</b>	<b>Particulars</b>	<b>%</b>	<b>Amount (Rs)</b>
1	on or before completion of Plinth	30%	
2	on or before completion of 1st slab	4%	
3	on or before completion of 2 <sup>nd</sup> slab	4%	
4	on or before completion of 3 <sup>rd</sup> slab	4%	
5	on or before completion of 4 <sup>th</sup> slab	4%	
6	on or before completion of 5 <sup>th</sup> slab	4%	

<b>Sr. No.</b>	<b>Particulars</b>	<b>%</b>	<b>Amount (Rs)</b>
7	on or before completion of 6 <sup>th</sup> slab	4%	
8	on or before completion of 7 <sup>th</sup> slab	4%	
9	on or before completion of 8 <sup>th</sup> slab	4%	
10	on or before completion of 9 <sup>th</sup> slab	4%	
11	on or before completion of 10 <sup>th</sup> slab	4%	
12	on or before completion of 11 <sup>th</sup> slab	4%	
13	on or before completion of 12 <sup>th</sup> slab	4%	
14	on or before completion of Brick Work	3%	
15	on or before completion of Internal Plaster	3%	
16	on or before completion of External Plaster	3%	
17	on or before completion of Flooring	3%	
18	on or before completion of Door & Windows	3%	
19	on or before completion of Painting	2%	
20	at the time of Possession	5%	

	TOTAL	100%	
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5. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST, Stamp Duty and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said new building and/or with respect to the said premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Entry tax, Stamp Duty or under any other nomenclature and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchasers alone and the developer shall not be liable to bear or pay the same or any part thereof. All these payments (including any interest/penalty charged on delayed payment) will be made by the Purchasers as and when called upon by the developer within a period of 15 days and/or as required by the concerned Government or authority, as the case may be.

6. The Purchasers agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the developer, under this agreement, the developer shall be entitled to adjust the unpaid GST and/or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchasers.

7. The Purchasers agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act 1961 and pay the same into the requisite Government account and further the Purchasers agrees and

undertakes to furnish to the developer a TDS certificate in the is regard within 30 days from the date of deduction of TDS, to enable the developer to claim credit for the same. In the event the Purchasers fails and/or neglects to deduct TDS or deposit the same in the requisite Government account, the Purchasers shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the developer.

8. 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 developers undertake and agree that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the developers shall enclose the explanation in that behalf to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

9. The Purchasers states, confirms and represents that they have read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that they are eligible to enter into and execute this Agreement and purchase the said premises.

10. The Purchasers has prior to the execution of this agreement satisfied himself about (i) the rights of the developer to develop the said project (ii) the approvals and sanctions obtained till date for the development of the said new Building along with the designs and specifications of the said building prepared by the Developer's Architect (iii) the nature of the rights retained by the developer under this Agreement. A copy of the title certificate of the said property of Advocate Mr. Jaswant Patel is annexed hereto as **Annexure "E"**.

11. The construction of the said new building shall be got done and executed by the Developers with building material of durable and standard

quality and with good workmanship and strictly in accordance with sanctioned and approved plans and buildings rules and regulations and under supervision of the Architect of the project and the said new building will be provided with general amenities and conveniences and the said new premises will also be provided with amenities a list whereof is hereto annexed as **Annexure “F”**.

12. The developer has registered the said new building under RERA bearing number P51800023174 dated 05/12/2019 is hereto annexed as **Annexure “G”**.

13. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the developer while developing the said new building and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate/s in respect of the said new buildings shall be granted by the competent authority.

14. The developer has accordingly commenced construction of the said new building in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

15. The Developer shall, subject to the RERA act and the Rules framed thereunder always have the right and be entitled to purchase and acquire further Transfer of Development Rights from the market / Additional FSI, Fungible FSI and additional FSI on basis of road width, and additional F.S.I as may be available under any other nomenclature under DCPR 2034 etc. from M.C.G.M either by payment of premium or otherwise and consume the same on the said property and construct additional floors, construct, make alterations and deal with the same in the manner the Developer deems fit and proper, subject to the terms and conditions mentioned in the Development Agreement or any such future agreements with the Owners to revise and modify the building plans from

time to time, to load such additional available FSI in any manner whatsoever, to that end. This shall operate as an irrevocable consent of the Purchasers to the Developer carrying out such changes in the building plans. The Developer shall be, if the Developer so decides to construct in, over or around or above the terrace any additional area or facility as may be permitted under the law within the terms as mentioned in the Development Agreement and within the rules of the Municipal Corporation of Greater Mumbai and / or any other authorities.

16. The developer, subject to the RERA Act and the Rules formed thereunder, shall be entitled to make such changes in the building plans as the developer may from time to time determine and as may be approved by the sanctioning authorities and the Purchasers hereby agrees to the same, provided the same does not affect the area and/or the location of the premises adversely. This shall operate as an irrevocable consent of the Purchasers to the developer carrying out such changes in the building plans. The developer shall be, if the developer so decides entitled to construct in, over or around or above the terrace any additional area or facility as may be permitted under the law within the terms as mentioned in the Development Agreement dated \_\_\_\_\_ and within the rules of the Municipal Corporation of Greater Mumbai and / or any other authorities.

17. **Possession Date, Delays and Termination:**

**(I)** The DEVELOPER shall give possession of the Premises to the PURCHASERS on or before 31<sup>st</sup> day of December, 2025 (“**Possession Date**”) as per RERA. Provided however, that the DEVELOPER shall be entitled to a grace period of 12 month from the expiry of first possession date and subject to force majeure for giving delivery of the Premises on the Possession Date, if the completion of the said new building is delayed on account of any or all of the following factors: -

a. Any force majeure events;

- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- c. Any stay order / injunction order issued by any Court of Law, competent authority, statutory authority;
- d. Any other unforeseeable circumstances that may be deemed reasonable by the Authority.
- e. Any act beyond the control of the Developers.
- f. Any shortage or delay in availability or supply of labor, materials or utilities due to causes beyond the control of the Developer;
- g. Change in the development control regulations, DCPR for Mumbai.
- h. Lockdowns due to any Pandemics.

**(II)** If the developer fails to abide by the time schedule for completing the said new building and for handing over the said Premises to the Purchasers on the Possession Date (save and except for the reasons as stated in Clauses above), then the Purchasers shall be entitled: -

- a. Call upon the developer by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address provided by the developer (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (“**the Interest Rate**”), the Sale Consideration paid by the Purchasers. The interest shall be paid by the developer to the Purchasers till the date of offering to hand over of the possession of the said premises by the developer to the Purchasers;
- b. HOWEVER, If the Purchasers fails to make any payment on the stipulated date and time as required under this agreement, then, the Purchasers shall pay to the developer interest at the Interest Rate, on all

and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Prevailing Interest Rate.

c. Without prejudice to the right of the developer to charge interest at the Interest Rate mentioned at Clause 17(ii)(b) herein above, and any other rights and remedies available to the developer, either (a) on the Purchasers committing default in payment on a due date of any amount due and payable by the Purchasers to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchasers committing three defaults of payment of installments of the Sale Consideration, the developer shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Purchasers. provided that, the developer shall give a notice of 15 (fifteen) days in writing to the Purchasers ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the PURCHASERS, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the developer shall be entitled to terminate this agreement by issuance of a written notice to the Purchasers ("**DEVELOPER Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchasers. On the receipt of the developer termination notice by the Purchasers, this agreement shall stand terminated and cancelled. On the termination and cancellation of this agreement in the manner as stated in this sub-clause, the developer shall be entitled to forfeit 10% of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the developer

termination notice, the developer shall after deduction of the forfeiture amount refund the balance amount of the sale consideration to the Purchasers. Upon the termination of this Agreement, the Purchasers shall have no claim of any nature whatsoever on the developer and/or the said premises and/or car park and the developer shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.

d. Without Prejudice to the Developer right under this agreement and/or in law, the Purchasers agrees to pay to the Developer interest at such rate as prescribed under the provisions and rules framed under RERA on all such late payments / defaults which may become due and payable by the Purchaser/s to the developer hereunder in terms of this Agreement from the date the said amount become payable by the Purchasers to the developer herein.

e. The Purchasers further agrees that the developer shall in respect of any amount remaining unpaid by the Purchasers under the terms and conditions of this agreement shall have first lien and charge on the said premises agreed to be purchased by the Purchasers.

f. The Purchasers authorizes the developer to adjust/appropriate all payments made by the Purchasers under any head(s) against the lawful outstanding dues / interests payments, if any, in their name as the developer may in its sole discretion deem fit and the Purchasers undertakes not to object to the developer to adjust his/her/its payments in any manner.

18. The PURCHASERS shall be entitled to avail of a loan from financial institutions or banks or any other lender (the "**Lender**") against the security of the Premises for the purpose of payment of consideration amount to the developer under this Agreement with the previous written consent and approval of the developer. In such event on (a) the Purchasers committing a default of the payment of the installments of the

consideration amount or (b) the Developer exercising its right to terminate this Agreement, the Purchasers shall clear the mortgage debt outstanding at the time of the said termination. The Purchasers shall obtain the necessary no pending dues certificate from such Lender stating that the Purchasers has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchasers shall be entitled to a refund of the amount so paid by the Purchasers from the developer towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchasers to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchasers has applied for a loan from the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

19. The developer shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the said new building is complete and the Occupation Certificate is granted. The total Sale Consideration payable on the basis of the carpet area of the premises shall be recalculated by the developer. If there is any reduction in the carpet area of upto 3 % then the Developer shall refund the excess money paid by the Purchasers within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to the Purchasers, the Developer shall demand additional amount from the Purchasers to be paid on or before to handing over possession. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

20. **Procedure for taking possession:**

a. Upon obtainment of the Occupancy Certificate from the SRA / MCGM and upon payment by the Purchasers of all the requisite installments of the Sale Consideration and all other amounts due and payable in terms of

this Agreement, the developer shall offer possession of the said Premises to the Purchasers in writing (“**Possession Notice**”).

b. The PURCHASERS shall take possession of the said Premises within 15 days of the Possession Notice by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the developer, and the developer shall give possession of the said premises to the Purchasers. Irrespective of whether the Purchasers takes or fails to take possession of the Premises within the time provided above in above mentioned, the Purchasers shall continue to be liable to pay maintenance charges and all other charges with respect to the premises, as applicable and as shall be decided by the developer.

21. Within 15 (fifteen) days of receipt of the Possession Notice, the Purchasers shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the said new building and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA / MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, parking maintenance and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said property to the Society.

22. If within a period as prescribed under RERA from the date of handing over the said Premises to the Purchasers, the Purchasers brings to the notice of the DEVELOPER any structural defect in the said Premises or the said new building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER. It is clarified that the developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Purchasers and/or any other

Purchasers in the said new building or by wear and tear in regular use. It shall be the responsibility of the Purchasers to check all the fixtures and fittings in the said premises while taking possession of the Premises.

**23. Membership of the Society:**

a. The PURCHASERS shall, along with other PURCHASERSs of premises/shops in the said new building, shall be joined as members in the Society.

b. For this purpose, the PURCHASERS shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the DEVELOPER within 7 (seven) days of the same being made available to the PURCHASERS. No objection shall be taken by the PURCHASERS if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

c. The DEVELOPER shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said new building, if any. The DEVELOPER shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the said new building or elsewhere, save and except the municipal taxes at actual (levied on the unsold premises) per month in respect of each unsold premises towards the outgoings.

d. The Society shall be responsible for the operation and management and/or supervision of the said new building, and the PURCHASERS shall

extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

24. The PURCHASERS shall, before delivery of possession of the said Premises in accordance with Clause **20** above, deposit the following amounts with the DEVELOPER-

a. Rs. **5,000/-** towards share money and society formation;

b. Rs. \_\_\_\_\_/- towards 12 month's deposit towards provisional monthly contribution towards outgoings of maintenance of Society;

c. Rs. **20,000/-** towards Non-refundable amount for legal charges and expenses;

d. Rs. \_\_\_\_\_/- towards Non-refundable Infrastructure and Development charges;

e. Rs. **20,000/-** towards Non-refundable deposit charges towards installation of electric meter, water meter, etc.

Other charges mentioned above do not include property tax or any other indirect or direct taxes duties and impositions applicable by the central government and/or state government and/or any local, public or statutory authorities/bodies on any amount payable under this agreement. GST or any statutory taxes on the above mentioned charges is to be paid by the purchaser as and when demand raised by the developer within a period of 15 days and/or as and when required by the concerned government or authority, as the case may be.

25. The amounts mentioned in clause 24 are non-refundable and non-interest bearing.

26. The developer has informed the Purchasers and they hereby confirm that he/she/they will not raise any objection / complaints during completion of construction work of the composite building and / or development of adjoining plot/s and / or the Developer giving Right of Way to the Adjoining properties through the property more described in the Schedule of property mentioned below.

27. There may be common access roads, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said property. The developer has further informed the Purchasers that all the expenses and charges of the aforesaid amenities and conveniences may be common for the PURCHASERS along with other Purchasers of shops/premises in the said new building and/or on the said property, and the Purchasers shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchasers of shops/premises on the said new building including the Purchasers herein and the proportion to be paid by the Purchasers shall be determined by the developer and the Purchasers agrees to pay the same regularly without raising any dispute or objection with regard thereto. neither the Purchasers nor any of the Purchasers of shop/premises in the said new building shall object to the developer laying through or under or over the said property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said property and/or adjoining property.

28. **Representations and Warranties of the DEVELOPER**

a. The owners/developers have clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement

and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the said new building;

b. The developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the new building and shall obtain requisite approvals from time to time to complete the development of the new building;

c. There are no encumbrances upon the said property or the said new building except those disclosed in the title report;

d. There are no litigations pending before any Court of law with respect to the said property except those disclosed in the title report;

e. All approvals, licenses and permits issued by the competent authorities with respect to the said property and said new building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said property and said new building shall be obtained by following due process of law and the developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said new Building;

f. The Owners/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;

g. The developers have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said premises which will, in any manner, affect the rights of Purchasers under this Agreement.

h. The developers confirm that the developers are not restricted in any manner whatsoever from allotting the premises to the Purchasers in the manner contemplated in this agreement;

i. At the time of execution of the conveyance deed of the building along with the said property to the association of new Purchasers the developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the said new building to the association of the new Purchasers;

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

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

29. The developer may appoint a third party / agency for the purpose of operating and maintaining the said new building and the said property including any common areas facilities and amenities on such terms and conditions as it may deem fit.

30. The DEVELOPER shall be entitled to designate any spaces/areas on the said property or any part thereof (including on the terrace and basement levels of the said new building) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Purchasers/s of the units/premises to be constructed thereon. Such designation may be undertaken by the

developer on lease, leave and license basis or such other method as the developer may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the DEVELOPER may require, and may be utilized in common including by Purchasers/s of units/premises in the said new building on the said property, as the case may be. The developer and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.

31. The developer shall be entitled to transfer and/ or assign the benefit of additional F.S.I. / T.D.R. or any other rights of the said property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

32. For all or any of the purposes mentioned under this Agreement, the developer shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Purchasers shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchasers/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the developer may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

33. The developer has specifically informed and disclosed to the Purchasers and the Purchasers hereby confirms and agrees, that the Purchasers shall be bound by all the undertakings given the developer to various authorities and all the terms and conditions and restrictions contained in various no objection and provisions granted by various authorities with respect to the building.

34. The Purchasers, with intention to bring all persons into whatsoever hands the premises and/or its rights, entitlements and obligations under this agreement, may come, hereby covenants with the developer as follows:

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a. To maintain the said Premises at the Purchasers' own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said new building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said new building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Developer.

b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said new building in which the said Premises 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 said Premises is situated, including entrances of the said new building in which the said Premises is situated and in case any damage is caused to the said new building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developer to the Purchasers and shall not do or suffer to be done anything in or to the said new buildings in which the said Premises is situated or the said Premises 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 Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to be demolished the said Premises 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said new building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis, elevations or other structural members in the said Premises without the prior written permission of the Developer and/or the Society;

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and/or the said new building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion

of the said Land and/or the said new building in which the said Premises is situated.

g. Not to hang clothes, garments or any other items or things from the balcony, window or terrace or any other place appurtenant to the Building;

h. Not to encroach upon or make use of any portion of the building not agreed to be acquired by the Purchasers.

i. Not to close or permit to be closed balconies of the new Building or change the external elevation or color scheme of the building including lobby, amenity areas, terrace area and the areas outside the main door of the premises.

j. To bear and pay any increase in local taxes, development of betterment charges, water charges, insurance premium and any other such levies if any, which are and which may be imposed by the SRA / MCGM and/or Government and/or any public authority on account of change of user of the premises otherwise.

k. Not to change the exterior elevation or the outlay of the said new building.

l. Not to fix any grill to the building or windows except in accordance with the design approved by the Developer.

m. Not to block or keep anything in the common passage, staircases, terraces, walls or any other common place of the said new building.

n. Not to affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the building or on the compound wall or otherwise in the said new building

o. The Purchasers shall never in any manner enclose any elevation features and other areas to be kept open in any manner including

installing any temporary or part shed or enclosure and shall not include the same in the premises and keep the same unenclosed at all times.

p. The Purchasers shall not do or suffer to be done anything said new building to be constructed thereon which would be forbidden or prohibited by any law and/or the rules of the concerned government authorities. In the event, the Purchasers commit/s any act or omission in contravention to the above, the Purchasers alone shall be responsible and liable for all consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf.

q. Not do or permit or suffer to be done anything in the premises or any part of the building which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger or nuisance or an annoyance to the neighborhood to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or to the neighborhood provided always that the Developer shall not be responsible to the Purchasers for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the building.

r. Pay to the Developer within 15 (fifteen) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said new building in which the said Premises is situated.

s. Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

t. Not to change the user of the said Premises without the prior written permission of the Developer and Society;

u. The Purchasers agree that the mechanized parking equipped with safety measures will be maintained by a third party through an annual maintenance contract post warranty free period and the DEVELOPER or SRA / MCGM takes no responsibility for the mechanized parking.

v. The Purchasers shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Purchasers to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Purchasers is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Purchasers shall be entitled to effectuate such transfer only with the prior written permission of the Developer.

w. The Purchasers shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said new building 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 Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the said new 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.

x. The Purchasers shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to

enter into and upon the said Premises and the said new building or any part thereof to view and examine the state and condition thereof.

y. The Purchasers shall be bound by the terms of this Agreement, the earlier development Agreement between the Land Owner and this Developer and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the SRA / MCGM or any other authority/ies, if any, in future related to this project.

z. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

aa. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. The failure of compliance with any of the terms and conditions, obligations under this agreement shall be considered as failure of all the Purchasers. All Purchasers shall be treated as one single person for the purpose of this Agreement and all of them shall be jointly and severally liable for the consequences thereof.

bb. All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Developer in favour of SRA / MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Purchasers and Society of the Purchasers of premises.

cc. The Purchasers shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds,

of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Developer, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said property.

dd. The Purchasers agrees to grant to the Developer, all the facilities assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered the possession of the premises to the Purchasers, so as to enable the Developer to complete the scheme of the development of the said property.

ee. The Purchasers shall have no claim save and except of their own premises. All other areas including terraces, part terraces, passages, basements, open spaces, etc. will remain the property of the Developer subject to the provisions of the Development Agreement. The Purchasers hereby agrees and confirms that the pocket terraces attached to any premises shall be for exclusive use of the owner/ occupier of such respective premises.

ff. It is clarified by the Developer that the Purchasers have unconditionally agreed that no separate share certificate shall be issued for any parking will be related to the premises of the Purchasers and will remain impartible. No one will be permitted to create any third party right / interest in such space / area and such right / interest will always be related to his / her /their / its premises and therefore be inseparable.

gg. The Purchasers shall indemnify and hold harmless, and keep indemnified and harmless the developer from time to time, against any, all actions, claims, demands, costs, proceedings, damages, expenses, losses and liabilities including professional fees incurred in relation thereto of whatsoever nature incurred or suffered by the developer in connection with

the enforcement or preservation of any rights of the developers and any breach or default by the Purchasers of all its obligations or restrictions under the said agreement.

35. The developer shall maintain a separate account in respect of sums received from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

36. It is agreed that the information, specifications, amenities, layout, pictures etc. shown / contained in the brochure and other materials documents etc. shown to the Purchasers, if any are indicative only. The developer shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc. as contained in the brochure and other materials, documents etc. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Purchasers from or by virtue of the brochure and other materials, documents etc. The developer shall not be liable and / or responsible for any loss, damages, cost, charges, expenses suffered / incurred and / or likely to be suffered and / or incurred by any person and / or Purchasers. No person or Purchasers shall have any right or be entitled to claim or enforce any right based on such brochure and other materials, documents etc.

37. It is expressly agreed that all other unsold shops / premises, car parks shall be the sole and absolute property of the developer even after the charge of the said property together with said new building is handed over to the society by the developer and even after the vesting of the said property and the said new building in favor of the society. The developer shall be entitled to enter into agreement with prospective Purchasers in respect of the unsold premises on such terms and conditions as the developer may deem fit and proper but without affecting or prejudicing the

right of the Purchasers and in respect of the said premises under this agreement.

38. The Purchasers and the person to whom the said premises is let, sub-let, transferred and / or assigned or given possession of (after prior written permission from the developer) shall from to time extend their cooperation to sign all documents, papers, application and do all acts, deed, things and matters as the developer herein may require for safe guarding his interest and / or that of other Purchasers etc. in the said new building.

39. In the event that the PURCHASERS is attempting to and / or disposing of the said shop / premises or any part or portion thereof to any person or party (after prior written permission from the Developer) shall from to time extend their cooperation to sign all documents, papers, application and do all acts, deed, things and matters as the Developer herein may require for safe guarding his interest and / or that of other Purchasers etc. in the said building. The terms and conditions of the said agreement shall apply in totality to the new and subsequent transferee.

40. The PURCHASERS agree that the mechanized parking equipped with safety measures will be maintained by a third party through an annual maintenance contract post warranty free period and the DEVELOPER or SRA / MCGM takes no responsibility for the mechanized parking. The PURCHASERS and the Society shall indemnify the DEVELOPER and the SRA / MCGM and its officers against any litigations, costs, damages, etc. arising out of the failure of mechanized parking / nuisance due to the mechanized parking system to any person/PURCHASERS. The PURCHASERS shall not complain to SRA in future with regard to Inadequate open spaces, Inadequate/substandard sizes of rooms, Electro-mechanical parking & other equipment and its liability lies with the Developer within Warranty Period & his team and not with SRA Authorities. The PURCHASER hereby confirms that they are

aware that the sale building is constructed with deficient open space & no claims /damages / risks will be made against CEO (SRA) & its staff / Developer with regards to the same.

41. It is expressly agreed that the DEVELOPER shall have an irrevocable right and perpetual right and be entitled to put the company's name with logo on the said property or any parts of the said Building on the terrace and on the parapet wall on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the DEVELOPER are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said building or on the said property as the case may be.

42. The Purchasers hereby expressly agrees and covenants with the developer that in the event the said building on the said property being not ready for occupation (or if Part Occupation have been obtained) and in the event the developer offering license to enter upon the said premises earlier than the completion of the said building on the said property then and in that event the Purchasers shall have no objection to the developer completing the construction of the balance building / wing or additional floors on the said property without any interference or objection by the Purchasers. The Purchasers further confirms that he / she /they shall not object or dispute the construction of the balance building or buildings, wing or wings or additional floors or part or parts thereof by the developer on the ground of nuisance, annoyance or any other ground or reason whatsoever and the developer shall be entitled to either themselves or through any nominees construct and complete the additional storeys, wings or wings or building or buildings on the said property / said plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchasers. The Purchasers hereby consents to the same.

43. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said new building or the said property and/or any buildings/ as may be constructed thereon, or any part thereof. The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the developer as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the said new building. The Purchasers hereby confirms and agrees that the developer shall have the sole and absolute right and authority and shall be entitled subject to the terms of the Development Agreement to deal with or otherwise dispose of any part of portion of the building and/or the property including pocket terraces, common passages, basements, and parking spaces, at its sole discretion and the Purchasers hereby grants his irrevocable authority, permission and consent to the developer for the same.

44. It is expressly agreed that the name of the Wing "A" & Wing "B" of the said new building shall be "BKC CROWN" & name of the Wing "C" of the said new building shall be "ASHTVINAYAK" and shall remain the same and shall not be changed under any circumstances.

45. After the developer executes this agreement, it shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein. The developer shall be entitled to securitize the sale price payable by the Purchasers under this Agreement (or any part

thereof), in the manner permissible by law, in favors of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the sale consideration payable by the Purchasers under this agreement or any part thereof upon receipt of such intimation from the developer, the Purchasers shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

46. Purchasers hereby agrees that he/she/they will not raise any objection / complaints during completion of construction work of the composite building and / or development of adjoining plot/s and / or the Developer giving Right of Way to the Adjoining properties through the property more described in the Schedule of property mentioned below.

47. **INDEMNIFICATION BY THE PURCHASERS:**

The Purchasers shall indemnify and hold harmless, and keep indemnified and harmless the developer, from time to time, against any all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by the developer, directly or indirectly in connection with a) the enforcement of or the preservation of any rights of the developer under this agreement. b) any breach and /or default by the Purchasers in the performance of any and/or all of his obligations under this agreement; and c) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the premises.

48. **Binding Effect:**

Forwarding this Agreement to the Purchasers by the developer does not create a binding obligation on the part of the developer or the Purchasers until, firstly, the Purchasers signs and delivers this agreement with all the

Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause above, within 30 (thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the concerned office of the sub-registrar of assurances as and when intimated by the developer. if the Purchasers(s) fails to execute and deliver to the developer this agreement within 30 (thirty) days from the date of its receipt by the Purchasers 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 Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever. The Purchasers/s shall be bound by the terms of this agreement, redevelopment agreement and any other agreements/documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the SRA / MCGM or any other authority/ies, if any, in future related to this project.

49. **Entire Agreement:**

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

50. **Right to Amend:**

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

**51. Provisions of this Agreement applicable to Purchasers/subsequent Purchasers:**

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 PURCHASERS of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

52. The Purchasers and/or developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the DEVELOPER will attend such office and admit execution thereof.

53. All notices to be served on the Purchasers and the developer as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchasers or the developers by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**PURCHASERS Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

**DEVELOPER's Name: M/S. SHREEJI PROPERTIES**

Address: Plot 96 D'souza Cottage, Prabhat Colony  
Road. No. 7, Santacruz East, Behind  
Micheal Mansion, MUMBAI-400055

Notified Email ID: **SHREEJIPROPERTIES9292@GMAIL.COM**

54. **Joint PURCHASERS:**

That in case there are joint Purchasers all communications shall be sent by the developer to the Purchaser whose name appears first and at the address given which shall for all intents and purposes to consider as properly served on all the Purchasers.

55. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchasers alone.

56. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, there under.

57. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance the provisions of The Real Estate (Regulation and Development) Act 2016 and the rules made there under.

58. The Purchaser/Allottees shall not complain to SRA Administration for approving substandard size rooms in the building tenements / tenement, building with deficient open spaces, mechanical lights & ventilation, probable mechanized failure of mechanized parking provisions and indemnified from any probable dispute that may arise in future.

SIGNED, SEALED AND DELIVERED by )  
The Withinnamed Developers )  
M/s. SHREEJI PROPERTIES )  
Through its partner MR. AKIL FIROZ KARIMI )  
In the presence of... )  
1.  
2.

SIGNED, SEALED AND DELIVERED by )  
The Withinnamed Purchasers )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
In the presence of... )  
1.  
2.