

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ the Christian year Two Thousand Twenty Three;

**BETWEEN**

**M/S SHREEJI CONSTRUCTION**, a partnership firm incorporated under the provision of the Indian Partnership Act, 1932 and having its registered office at 6th floor, Shah Trade Centre, Rani Sati Marg, Near Western Exp. Highway, Malad (East), Mumbai - 400 097, hereinafter referred to as the **“Promoters”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART**;

**AND**

\_\_\_\_\_ adult, Indian Inhabitant(s) residing at \_\_\_\_\_ hereinafter referred to as **“the Purchaser/s”** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**;

The Promoter/s and the Purchaser/s are hereinafter individually referred to as the said **“Party”** and collectively referred to as the said **“Parties”**.

**WHEREAS:**

**FIRST PROPERTY**

A. One Mr. Dominic Manual Fonseca was during his lifetime, seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 90, Hissa No. 1, CTS No. 300, Survey No. 91 Hissa No. 5, CTS No 301(pt.), of Village Poin-sur – Kandivali, Taluka Borivali Mumbai Suburban District aggregately admeasuring about 8530.5 square yards equivalent to 7132.351 square meters (hereinafter referred to as the **“First Larger Property”**) by and under the Deed of Conveyance registered on 5<sup>th</sup> March, 1949 with the Sub- Registrar of

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Assurance, Kandivali.

- B. Mr. Dominic Manuel Fonseca died intestate on 1<sup>st</sup> September, 1949, leaving behind him his 4 (four) sons and 2 (two) daughters as his only heirs and legal representatives as per the laws of succession by which he was governed at the time of his death. Thereafter, the names of legal heirs of Mr. Dominic Manuel Fonseca were mutated on the revenue records as the owners of the First Larger Property as per the mutation entries reflected on the property cards for the First Larger Property. Since then, the said legal heirs of Mr. Dominic Manuel Fonseca had been absolutely seized and possessed of the First Larger Property as owners thereof.
- C. By and under the Agreement for Sale dated 2<sup>nd</sup> March, 1980, Mrs. Lucy Fonseca and 20 others (*the Vendors therein*), who were legal heirs of Mr. Dominic Manuel Fonseca, agreed to sell and transfer the First Larger Property to M/s. Jyoti Builders (*the purchaser therein*) for the consideration and upon the terms and conditions mentioned therein.
- D. Since the Vendors under the Agreement for Sale dated 2<sup>nd</sup> March, 1980 failed to comply with their obligations under the aforesaid Agreement for Sale, the said M/s Jyoti Builders through its partners filed a suit bearing Suit No. 2621 of 1983 before the Hon'ble High Court, Bombay, for the specific performance of the Agreement for Sale dated 2<sup>nd</sup> March, 1980. The aforementioned Suit No. 2621 of 1983 was settled and Consent Decree dated 11<sup>th</sup> April, 1984 was passed which was to be treated as a conveyance and accordingly, possession of the First Larger Property was handed over to M/s Jyoti Builders by the Vendors under the Agreement for Sale dated 2<sup>nd</sup> March, 1980 in terms of the Consent Decree dated 11<sup>th</sup> April, 1984.
- E. By Virtue of the Consent Decree dated 11<sup>th</sup> April, 1984, the said M/s Jyoti Builders became seized and possessed of and well and sufficiently entitled to the First Larger Property as owners thereof, subject to the tenancy rights of the tenants occupying the structures standing thereon.
- F. As per the order dated 8<sup>th</sup> July, 1993 passed by the District Officer, Mumbai Suburban District and the order dated 6<sup>th</sup> March, 1996 passed by the City Survey Office, Painsur, area of land bearing CTS Nos. 300 (1 to 14) and CTS Nos. 301 admeasuring 2,529 square meters was amalgamated with land bearing CTS No 300 having an area admeasuring 2,802 square meters and new CTS No 300 was allotted to the amalgamated plot of land admeasuring 5,331.50 square meters. Thereafter, CTS No. 300 was further sub-divided as under:
- i. CTS No. 300A admeasuring 718.70 square meters;
  - ii. CTS No. 300B admeasuring 4457.10 square meters; and

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- iii. CTS No. 300C admeasuring 155.80 (towards DP Road setback).
- G. In the year 2006, the said M/s. Jyoti Builders paid proper stamp duty along with penalty on the said Agreement for Sale dated 2<sup>nd</sup> March, 1980 along with the said Consent Decree dated 11<sup>th</sup> April 1984 passed in Suit No. 2621 of 1983. Thereafter, by a registered Deed of Confirmation dated 22<sup>nd</sup> February, 2007, the said M/s Jyoti Builders confirmed that the said Agreement for Sale dated 2<sup>nd</sup> March, 1980 was subsisting and binding on the parties to the said Agreement for Sale dated 2<sup>nd</sup> March, 1980.
- H. By and under the Agreement for Sale dated 5<sup>th</sup> July, 2007 executed between M/s Jyoti Builders (*the Vendors therein*) and the Promoters i.e. M/s Shreeji Construction (*the Purchasers therein*), the Promoters agreed to purchase and the Vendors therein agreed to sell and transfer to the Promoters, a portion of the First Larger Property being land bearing (i) CTS No 300A admeasuring 718.60 square meters; (ii) CTS No 300C admeasuring 155.80 square meters; and (iii) CTS No. 300B (part) admeasuring 210.36 square meters (abutting CTS No 300A), all of Village Poinsur – Kandivali, Taluka Borivali Mumbai Suburban District along with the structure standing thereon (hereinafter referred to as “the **First Property**” and more particularly described in the **FIRST SCHEDULE** hereunder written) for the consideration and on the terms and conditions contained therein. The details of tenants occupying the structures have been enlisted in an Annexure, annexed to the aforesaid Agreement for Sale. Pursuant to the execution of the aforesaid Agreement for Sale, the Promoters i.e. M/s Shreeji Constructions paid the entire consideration to M/s Jyoti Builders, the Vendors therein and the said M/s Jyoti Builders handed over the peaceful possession of the First Property to the Promoter.
- I. Pursuant to the aforesaid Agreement for Sale dated 5<sup>th</sup> July, 2007, M/s Jyoti Builders executed a Deed of Conveyance dated 26<sup>th</sup> December, 2011 in favour of the Promoter in respect of the First Property along with the structures standing thereon and subject to the tenancy rights of the tenants / occupants occupying the structures standing thereon. The said Deed of Conveyance, thereafter was registered on 24<sup>th</sup> April, 2012 with the office of the Sub- Registrar of Assurances at Borivali. The Promoter is thus the owner of and well and sufficiently entitled to the First Property.
- J. Pursuant to the aforesaid Deed of Conveyance, by virtue of order dated 30<sup>th</sup> December, 2020 passed by the Collector, Mumbai Suburban, the City Survey Officer – Goregaon, subdivided the land bearing CTS No. 300B admeasuring 4457.10 square meters in two plots viz; (i) CTS 300B/1 admeasuring 4246.74 square meters; and (ii) CTS 300B/2 admeasuring 210.36 square meters.

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## SECOND PROPERTY

- K. Shree Balasinor Co-operative Housing Society Limited, a society registered under the provisions of the Societies Registration Act, 1860 and having registration no. B/385 dated 15<sup>th</sup> December, 1947 were seized and possessed of and well and sufficiently entitled to as owners of ALL THAT piece or parcel of land admeasuring in the aggregate 3975.20 square meters and bearing CTS Nos. 301A, 301-A/1 to A/35 of Village Poinsur - Kandivali, Taluka Borivali, situate, lying and being at Swami Vivekananda Road, Kandivali (West), Mumbai - 400 067 (hereinafter referred to as the "**Second Property**") and more particularly described in the **SECOND SCHEDULE** hereunder written) together with structures standing thereon occupied by the tenants / occupants.
- L. In March 1992, Mrs. Lucy Fonseca and others filed consent terms dated 11<sup>th</sup> September, 1984 with the Superintendent of Land Records, in Appeal SR No.44 of 1986, by which a portion of the Second Property bearing CTS No. 301(part) admeasuring about 118.6 square meters, was declared, agreed and confirmed to belong to Mrs. Lucy Fonseca.
- M. By and under a Deed of Conveyance dated 15<sup>th</sup> February, 2006 executed between Shree Balasinor Co-operative Housing Society Limited (*the Vendors therein*) and M/s. Omkareshwar Developers, a registered partnership firm (*the Purchasers therein*) and registered with the office of the Sub-Registrar of Assurances on 20<sup>th</sup> March, 2006, the Vendors therein sold, transferred and conveyed the Second Property to the Purchasers therein for the consideration and upon the terms contained therein. Pursuant to the execution of the aforesaid Deed of Conveyance, M/s. Omkareshwar Developers were put in possession of the Second Property.
- N. Simultaneously, with the execution of the Deed of Conveyance dated 15<sup>th</sup> February, 2006, Shree Balasinor Co-operative Housing Society Limited executed and registered a Power of Attorney dated 15<sup>th</sup> February, 2006 in favour of the Partners of M/s. Omkareshwar Developers, authorizing M/s. Omkareshwar Developers to do the acts and things more particularly detailed therein for and on behalf of Shree Balasinor Co-operative Housing Society Limited.
- O. By and under a Deed of Conveyance dated 26<sup>th</sup> December, 2011 executed between M/s. Omkareshwar Developers, a registered partnership firm (*as the Vendors therein*) and the Promoters i.e. M/s. Shreeji Constructions and registered with the office of the Sub-Registrar of Assurances on 7<sup>th</sup> March, 2012, M/s. Omkareshwar Developers sold, transferred and conveyed the Second Property in favour of the Promoters i.e. M/s. Shreeji Constructions for the consideration and upon the terms contained therein. Pursuant to the execution of the aforesaid Deed of Conveyance,

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the Promoter was put in possession of the Second Property.

### THIRD PROPERTY

- P. In the year 1967, by a registered Sale Deed, Mr. Odhavji Damodardas Parekh and Mrs. Kamlabal Odhavaji Parekh purchased all that piece and parcel of plot of land admeasuring 556 square meters or thereabouts bearing Survey Nos. 89A Hissa No. 1 corresponding to CTS No. 302, 302/1 to 8 situated at Village Poin-sur, Taluka Goregaon, Mumbai Suburban District (hereinafter referred to as the “**Third Property**” and more particularly described in the **THIRD SCHEDULE** hereunder written) together with the 2 (two) buildings known as Kamla Bhavan standing thereon.
- Q. On or about 28<sup>th</sup> August, 1970, Mrs. Kamlabai Odhavaji Parekh died and her name was deleted from the property card of the Third Property.
- R. Thereafter, in the year 1974, the Third Property together with the structures standing thereon was purchased by Mr. Bhavani Shankar Sharma and Mrs. Ramadevi Bhavani Shankar Sharma. Thus, the said Mr. Bhavani Shankar Sharman and Mrs. Ramadevi Bhavani Shankar Sharma became well and sufficiently entitled to the Third Property as the owners thereof.
- S. Mr. Bhavani Shankar Bhima Shankar Sharma died intestate at Mumbai on 30<sup>th</sup> March, 1987 leaving behind him his widow Mrs. Ramadevi Bhavani Shankar Sharma and his two sons namely Mr. Ashok Bhavani Shankar Sharma and Mr. Vinod Bhavani Shankar Sharma as his only legal heirs and legal representatives under the laws of succession by which he was governed at the time of his death.
- T. By an under the Agreement dated 26<sup>th</sup> December, 2011, executed between Mrs. Ramadevi Bhavani Shankar Sharma, Mr. Ashok Bhavani Shankar Sharma and Mr. Vinod Bhavani Shankar Sharma (*as the Vendors therein*) and the Promoters i.e. M/s Shreeji Constructions, and registered with the office of the Sub-Registrar of Assurances under Serial No.BDR-11/01893 of 2012, the Vendors therein agreed to sell, transfer and convey the Third Property to the Promoter for the consideration and upon the terms and conditions more particularly contained therein.
- U. Simultaneously, with the execution of the Agreement dated 26<sup>th</sup> December, 2011, Mrs. Ramadevi Bhavani Shankar Sharma, Mr. Ashok Bhavani Shankar Sharma and Mr. Vinod Bhavani Shankar Sharma also executed a Power of Attorney dated 26<sup>th</sup> December 2011 in favour of the partners of the Promoters authorising the Promoters to do the acts and things more particularly detailed therein for and on behalf of Mrs. Ramadevi Bhavani Shankar Sharma, Mr. Ashok Bhavani Shankar Sharma and Mr.

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Vinod Bhavani Shankar Sharma.

- V. Pursuant to the aforesaid Agreement dated 26<sup>th</sup> December, 2011, Mrs. Ramadevi Bhavani Shankar Sharma, Mr. Ashok Bhavani Shankar Sharma and Mr. Vinod Bhavani Shankar Sharma executed a Deed of Conveyance dated 2<sup>nd</sup> January, 2013 in favour of the Promoter in respect of the Third Property along with the structures standing thereon. The aforesaid Deed of Conveyance, thereafter was registered on 29<sup>th</sup> January, 2013 with the office of the Sub- Registrar of Assurances. The Promoter is thus the owner of and well and sufficiently entitled to the Third Property.
- W. The First Property, Second Property and Third Property are hereinafter collectively referred as the said "**Property**". The name of the Promoter is recorded on the property registered cards for the said Property. A copy of the property registered cards of the said Property are annexed hereto and marked as **Annexure – "A"**.
- X. By a Notification dated 30<sup>th</sup> September, 1977 bearing No. SAA - Borivali – XIII and published in Maharashtra Government Gazette dated 13<sup>th</sup> October 1977, the First Property and the Second Property, were declared as Slum Area under Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("**SRA Act**").
- Y. The Promoter proposes to develop the said Property in the following manner:
- i. A portion of the said Property admeasuring 1358.17 square meters and shown in green colour boundary line on the plan annexed hereto and marked as **Annexure "B"** (hereinafter referred to as the "**Rehab Land**") by constructing thereon, rehab buildings of the slum rehabilitation scheme; and
  - ii. a portion of the said Property admeasuring 2326.22 square meters and shown in by red colour boundary line on the plan annexed hereto and marked as **Annexure "B"** (hereinafter referred to as the "**Free Sale Land**") by constructing thereon sale buildings by consuming an FSI of more than 21939.768 square meters.
- Z. The Promoter has proposed for developing the Free Sale Land by constructing thereon 1 (One) building known as Shreeji Skyrise Tower comprising of 2 (two) wings:
- i. A Commercial Wing comprising of 2 (two) basements, Ground floor/ Stilt, and 8 (eight) upper floors to be known as **Shreeji Square** (hereinafter referred as "**Wing A**"); and
  - ii. A Residential Wing comprising of 2 (Two) basements, Ground floor/ Stilt, 10 (Ten)

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podiums and 46 (Fourty-six) upper floors to be known as **Shreeji Skyrise** (hereinafter referred as "**Wing B**").

- AA. The Promoter is constructing Wing A and Wing B as a real estate project (hereinafter referred to as the "**Real Estate Project**") as defined under the Real Estate (Regulation and Development) Act, 2016 Act (hereinafter referred to as the "**said Act**") read with the rules and regulations framed thereunder (hereinafter referred to as the "**RERA Rules**"). The Real Estate Project is having RERA registration no. **P51800032149** and the Real Estate Regulatory Authority ("**Authority**") has issued RERA Registration Certificate dated **14/12/2021** in respect of the Real Estate Project. Hereto annexed and marked as **Annexure "C"** is the RERA Registration Certificate issued by Authority in respect of the Real Estate Project.
- BB. The Real Estate Project is being constructed on a portion of the Free Sale Land admeasuring 2326.22 square meters or thereabouts and shown in by red colour boundary line on the plan annexed hereto and marked as **Annexure "B"** (hereinafter referred to as the "**Project Land**" and more particularly described in the **FOURTH SCHEDULE** hereunder written) by constructing thereon.
- CC. By and under various letters of intent and eventually by a Letter of Intent bearing no. SRA/ENG/1375/RS/PL/LOI dated 18<sup>th</sup> January 2020, the Slum Rehabilitation Authority ("**SRA**") has inter-alia (i) approved the re-development of the said Property; (ii) appointed the Promoters as the developer for re-development of the said Property; and (iii) sanctioned a floor space index of 14,598.66 square meters to be consumed on the Free Sale Land for the purpose of constructing the sale building.
- DD. The Promoter has obtained Intimation of Approval ("**IOA**") bearing No. RS/PVT/0039/20060417/AP/S dated 6<sup>th</sup> September 2021 and Commencement Certificate ("**CC**") bearing No. RS/PVT/0039/20060417/AP/S dated 1<sup>st</sup> November, 2021 for construction of Shreeji Sky Rise Tower on the Free Sale Land. Hereto collectively annexed and marked as **Annexure "D"** is copy of the IOA and CC.
- EE. The Revised Letter of Intent ("**LOI**") bearing no SRA/ENG/1375/RS/PL/LOI dated 4<sup>th</sup> April 2022 has been issued by Slum Rehabilitation Authority to the promoter wherein it has been granted with floor space index ("**FSI**") of 17878.78 square meters to be consumed on the Free Sale Land for the purpose of constructing the sale building.
- FF. As per the instructions of the Promoters, Advocate Hitesh Dhabhi has investigated the title of the Promoters to the said property and the said Advocate by their Title Certificate dated 19<sup>th</sup> October 2019, interalia opined the Promoters have right to

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develop/ redevelop and accommodate the flat/ shop purchaser in the new building /s. A copy of the Title Certificate is annexed hereto and marked as “**Annexure – E**”.

~~GG.~~ The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property including and all documents as mentioned under section 11 (3) of the RERA Act the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, (i.e. RERA Act) and the rules made thereunder and the Purchaser/s confirm having seen, perused, verified, understood the said documents, writing etc., and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoters to the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents;

HH. The principal and material aspects of the development of the Free Sale Land are briefly stated below:

- i. Total free sale FSI of 17878.78 square meters has presently been sanctioned for consumption on the Free Sale Land;
- ii. The Promoter intends to consume the total of more than 21939.768 sq. mtrs. FSI on the Free Sale Land;
- iii. The Podium of Wing B and the roof top terrace above the topmost floor of Wing A are inter-connected and the terrace above the topmost floor of Wing A shall be used as an amenity and recreational area for the residents, occupants etc of Wing B;
- iv. The common areas, facilities and amenities being constructed on the Free Sale Land are listed in **FIFTH SCHEDULE** annexed hereto (hereinafter referred to as the “**Common Areas and Amenities of the Free Sale Land**”);
- v. The amenities and recreation facilities (as indicated by the Promoter) on the terrace above the topmost floor of Wing A will be used and enjoyed only by the purchaser/s or occupants of the flats in Wing B to the exclusion of purchasers of units and commercial shops / retail units in Wing A; &

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- vi. The occupants of Wing A shall have restricted access to the terrace of Wing A, only for the limited purpose of cleaning and maintenance of the overhead tanks and in case of emergencies such as fire evacuation etc.
- II. The principal and material aspects of the development of Wing A and Wing B / Real Estate Project are briefly stated below:
  - i. Project comprises of 2 (two) basements with independent services infrastructure for Wing A and Wing B, ground floor with separate entrance for each wing, 8 floors (Wing A) for commercial wing alongside 3 parking towers and 10 (Ten) podiums in Wing B, and 46 (Forty Six) upper floors including E Deck (Wing B) and the project to be known as 'Shreeji Sky Rise Tower'
  - ii. as on date, SRA has sanctioned the plans and issued IOD and CC for Wing A and Wing B;
  - iii. The total FSI to be consumed for constructing the project is 21939.768 sq. mtrs. out of which FSI of-17878.78 sq. mtrs. has been presently sanctioned;
  - iv. The common areas and amenities for the exclusive use and enjoyment of the purchaser/s of flats in Wing B are listed in **SIXTH SCHEDULE** (hereinafter referred to as the "**Common Areas and Amenities of Wing B**").

The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>

JJ. The Promoter hereby declares that in the future, the Promoter may be entitled to additional FSI plus fungible FSI and/or such other development potential as may be available under the applicable law. All advantages, benefits, profits and privileges that shall become available in respect of such additional FSI/development potential (which may be generated in the future) will be utilized in the construction of such number of additional floors on the said Building as may be permissible under the applicable law and as per the increased FSI available to the Promoter under DP 2034 and/or the applicable law. The Purchaser and the Organization (defined below) shall have no objection/ claims to these benefits;

KK. The Promoter hereby declares that in the future at the discretion of the promoter the said scheme may be clubbed, amalgamated or included as part of other proposed layout as per the applicable law. All advantages, benefits, profits and privileges that shall become available in respect of such additional FSI/development potential (which may be generated in the future) will be utilized in the construction of such

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number of additional floors on the said Building as may be permissible under the applicable law and as per the FSI/ developmental potential generated from such clubbing amalgamation or amendment in layout The Purchaser and the Organization shall have no objection/ claims to these benefits.

LL. It is agreed that notwithstanding anything to the contrary contained herein, the Promoter shall be entitled at any time to amend and /or re-design the existing layout and/or to construct additional building/s/structures on the said Property and/or additional upper floors on the said Building being constructed on the said Property, even after completion of the said Building. All such additions, alterations, additional floors and/or additional wings, building/s and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said Property and/or any potential that may become available on account of any amendment in the Development Control Rules/Regulations or any other applicable law. The Promoter shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulations in force at such relevant time. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever. The Purchaser/s hereby confirm/s and consent/s to the irrevocable and unfettered right of the Promoter to make the abovementioned additional constructions in such manner as may be deemed fit by the Promoter, without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection / consent/ permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment thereto (as may be applicable);

The Purchaser/s has/have also independently investigated and are fully satisfied with the title of the Promoter to and in respect of the said Property. The Purchaser/s being fully satisfied in respect of title of the Promoter to the said Property has/have approached the Promoter and requested the Promoter to sell to him/her/them a flat being flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meter carpet area on the \_\_\_\_\_ floor in Wing "B" of building known as " Shreeji Sky Rise Tower" (hereinafter referred to as "**the said Flat**") to be constructed / being constructed on the Project Land more particularly described in \_\_\_\_\_ **SCHEDULE**, for the consideration of **Rs. \_\_\_\_\_/-/- )** (hereinafter referred to as "**Sale Price**") and on the terms and conditions hereinafter appearing. The said Flat is shown in red colour boundary lines on the plan annexed hereto and marked as **Annexure "F"**

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MM. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat with the Purchaser/s i.e. this Agreement and is also required to register this Agreement under the provisions Indian Registration Act, 1908.

NN. 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.

OO. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell and the Purchaser/s hereby agree/s to purchase and acquire, the said Flat.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. AGREEMENT**

1.1 The recitals contained above, schedules written hereunder and annexures hereto shall form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Agreement and/or the said Act.

**2. CONSTRUCTION OF THE REAL ESTATE PROJECT**

2.1 The Promoters are constructing. Shreeji Sky Rise Tower on the Project Land in accordance with the plans, specifications, designs and elevations as maybe approved by the Slum Rehabilitation Authority i.e. SRA from time to time.

2.2 The Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by as per structural stability, building elevation, firefighting norms or by any Government authorities or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Purchaser/s.

**3. PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION**

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3.1 The Purchaser/s hereby agree/s to purchase and acquire from the Promoters and the Promoters hereby agree/s to allot to the Purchaser/s the said flat No. \_\_\_\_\_ admeasuring square meter Rera carpet area on the \_\_\_\_\_ habitable floor in Wing “B” of building known as “Shreeji Sky Rise Tower” (hereinafter referred to as “**the said Flat**”) to be constructed / being constructed on the Project Land, at and for the lumpsum price of **Rs.** \_\_\_\_\_ (**)** (hereinafter referred to as “**Sale Price**”) payable by the Purchaser/s to the Promoters in the manner set out herein below.

i. Amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 30% of the Total Consideration) to be paid to the Promoter after the execution of Agreement;

ii. Amount of Rs \_\_\_\_\_./- (Rupees \_\_\_\_\_ only) (not exceeding 45% of the Total Consideration) to be paid to the Promoter on completion of the Plinth of the Building or wing in which the Apartment is located;

iii. Amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 70% of the Total Consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Building or wing in which the Apartment is located;

iv. Amount of Rs \_\_\_\_\_./-(Rupees \_\_\_\_\_ only) (not exceeding 75% of the Total Consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Apartment;

v.Amount of Rs \_\_\_\_\_./-(Rupees \_\_\_\_\_ only) not exceeding 80% of the Total Consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Apartment;

vi.Amount of Rs \_\_\_\_\_./-(Rupees \_\_\_\_\_ only) not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Building or wing in which the Apartment is located;

vii.Amount of Rs \_\_\_\_\_./-(Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plin,th protection, paving of areas appurtenant and all other requirements as may be prescribed in this Agreement;

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viii. Balance Amount of Rs \_\_\_\_\_./-(Rupees \_\_\_\_\_ only) against and at the time of handing over of the possession of the Apartment to the Allottee/s or after receipt of occupancy certificate or completion certificate.

3.2 In addition to the said Premises, the Promoters has free of cost allotted and granted to the Purchaser/s exclusive rights to the user of \_\_\_ (\_\_\_\_) open / podium / authomotive / mechanical vehicle parking space (hereinafter referred to as “**the said Vehicle Parking Space**”) to be constructed in the said Building as per the sanctioned plans. The said Flat / Unit and the said Vehicle Parking Space as more particularly described in the **SECOND SCHEDULE** hereunder written are hereinafter collectively referred to as the “**said Premises**”. The aforesaid total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) includes (a) proportionate price of the common / limited common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common/limited common areas and facilities are more particularly described herein and (b) the specifications & amenities described in “**Annexure \_\_\_**” hereto.

3.3 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the **EIGHT SCHEDULE** and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

3.4 It is specifically agreed by the Purchaser/s that if any extra fittings, fixtures or amenities are required by the Purchaser /s then the Purchaser /s shall inform in writing to the Promoter who may in its sole discretion entertain such request which may be provided at the extra cost/price to be borne and paid by the Purchaser/s.

3.5 It has been agreed that certain amenities (if provided on the Project Land) like underground water tank, unallotted parking spaces etc. may at the discretion of the Promoters, be shared by and between the unit/flat holders of the buildings constructed on the Free Sale Land or proposed layout and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same.

3.6 The Promoters have proposed a range of parking space in the said Wing B. The said space is more particularly defined hereunder:

Total Parking	Stilt	Stack-Pit	Mechanized Tower Parking

The said Flat and Parking Space/s are hereinafter collectively referred to as “**the said Premises**”.

<b>Promoters</b>	<b>Purchaser/s</b>
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- 3.7 The Promoters shall confirm the final carpet area of the said Flat that has been agreed to be allotted to the Purchaser/s only after the construction of the Real Estate Project is completed and occupation certificate in respect thereof is granted by SRA, by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to a variation cap of 3%. The Sale Price payable for the purchase of said Flat, on the basis of the carpet area of the said Flat, shall be recalculated based on the confirmation of the carpet area of the said Flat by the Promoters. If there is any reduction in carpet area of the said Flat, then the Promoters shall refund the excess money paid by the Purchaser/s within 45 (forty-five) days or reduce /set off an equal amount against last payment due from the Purchaser to the promoter against the said Unit. In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the proportionate payment of such excess area in the immediate next installment of the Sale Price. It is clarified that the payments to be made by the Promoters or the Purchaser/s, as the case may be, under this Clause, shall be made at the same rate per square meter of carpet area as agreed in Clause 3.1 above.
- 3.8 The Purchaser/s hereby agree/s and undertake/s and grants its consent and No Objection to the Promoters herein and permits him/her/them/it all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society and the work mentioned under this Agreement is completed in full and possession of such flats/Premises, etc., has been offered to the Purchaser/s of such premises, etc. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- 3.9 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of **Rs.** \_\_\_\_\_ to the Promoters in the manner set out clause 3.1.
- 3.10 Each of such installments shall be paid by the Purchaser/s within a period of 7 (seven) days from the date of intimation by the Promoters. Time for payment of each installment is the essence of the contract.
- 3.11 The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts payable hereunder.

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3.12 The Sale 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 Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Purchaser/s, which shall only be applicable on subsequent payments.

3.13 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “**Shreeji Construction**” or any other firm name as directed by the Promoter which will be under the guidelines of MahaRERA. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft / pay order payable at Mumbai /wire transfer / any other instrument drawn in favour of “**Shreeji Construction**” or any other firm name as directed by the Promoter which will be under the guidelines of MahaRERA. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the Sale Price for the said Flat and shall be construed as a breach on the part of the Purchaser/s, without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or

3.14 The Sale Price is exclusive of all taxes including but not limited to GST, levies, duties, cesses etc. as maybe applicable. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 14 hereinafter. Any of the taxes including GST (if applicable and all other indirect and direct taxes), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies, on Sale Price or on any other amounts payable under the Agreement or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Purchaser/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

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3.15 The Purchaser/s are aware that as per present statute, GST (if applicable) is leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes (if applicable). The Purchaser/s hereby undertake(s) to pay the amount of the GST (if applicable) along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST (if applicable) thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with GST (if applicable). Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by the competent authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

3.16 The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct tax at source (“TDS”) as may be applicable from time to time and deposit the same in the government treasury to the credit of the Permanent Account Number of the Promoters and provide the Promoters with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.

3.17 The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3.18 Without prejudice to the right of promoter to charge interest on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing any 3 (three) defaults of payment of instalments, the Promoter shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

<b>Promoters</b>	<b>Purchaser/s</b>
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- (a) The Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) The Promoters shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may in its absolute discretion deem fit, without any recourse to Purchaser/s;
- (c) On the realization of the entire sale consideration on resale from the new prospective Purchaser/s towards the said Premises, the Promoters shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the Developers/Promoters without any interest in pursuance of this Agreement after deducting there from:
- (i) 10% of the purchase price of the said Premises shall be forfeited as agreed reasonable liquated damages (which is to stand forfeited by the Promoters);
  - (ii) If the said premises had been sold by a broker then the said brokerage paid by the Promoter shall be excluded / deducted @ 10% of rate from the refund amount.
  - (iii) the taxes, service charges, VAT, Service Tax, GST and outgoings, etc., if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
  - (iv) The amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
  - (v) In the event of the said resale price being less than the Purchaser/s price mentioned herein, the amount of such deficit.
- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Promoters shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Premises. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the

Promoters	Purchaser/s

Purchaser/s by registered post acknowledgement due/email or courier at the address sent by the Purchaser/s whether the Purchaser/s or encash/s the cheque or not, will amount to the refund. The Purchaser/s will also be liable to make good to the Promoters any loss that may be caused to the Promoters as a result of the sale of premises at a lesser value than at value of which the Premises is sold. However, the Purchaser/s will not be entitled to make any claim in case the premise is sold at higher value.

**PROVIDED ALWAYS THAT** the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Purchaser/s and or mail at the email address provided by the Purchaser/s at the address mentioned hereinafter to the Purchaser/s and such posting will be sufficient discharge to the Promoter.

**PROVIDED ALWAYS THAT** in case of termination, the Promoter shall be entitled for reasonable time to refund the said amount to the Purchaser/s.

**PROVIDED FURTHER THAT** if the Promoters does not receive any such reply or response from the Purchaser/s to comply with the terms mentioned in this clause in that case it is deemed to be considered that the Purchaser/s have constructive notice of the same and in that case the agreement entered by the Purchaser/s will be terminated and it shall have no force of law.

3.19 The Purchaser/s is/are aware that the time to make the payment of installments and GST (if applicable) and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with GST (if applicable) and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoters to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the Interest Rate to the Promoters on all delayed payments from the due date till the date of realization thereof.

<b>Promoters</b>	<b>Purchaser/s</b>
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**4. VOLUNTARY CANCELLATION BY PURCHASER/S**

In the event, the Purchaser/s desire/s to cancel this Agreement for the said Flat for any reason whatsoever (save and except if the Promoters fail to offer the possession of the said Flat in terms of and within the timelines agreed under this Agreement), then the Promoters shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the Said Flat and upon resale of the said Flat i.e. upon the Promoter subsequently selling and transferring the said Flat to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid- up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes including GST that may be levied on this transaction, this Agreement, the said Flat, the adjustment of Earnest Money, the refund to be made by the Promoter in accordance with this Clause. Further, if the sale price of such subsequent re- sale and transfer of the said Flat to another allottee/s is less than the Sale Price herein, then, the difference between the sale price of such subsequent re-sale and transfer of the said Flat and the Sale Price herein shall also be deducted from the Earnest Money and the paid-up Sale Price, if any, and only the resultant balance shall be refunded without interest by the Promoter to the Allottee/s. Further, upon the termination of this Agreement by way of issuance of the Promoter Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and the Allottee/s shall not have any right, title, interest or claim of any nature whatsoever on or with respect to the said Flat and the Promoter shall be entitled to deal with and/or dispose off the said Flat in the manner it deems fit and proper.

**PROVIDED ALWAYS THAT** in case of termination, the Promoter shall be entitled for reasonable time to refund the said amount to the Purchaser/s.

**5. PARKING SPACE/S**

5.1 The Purchaser/s acknowledge/s and understand/s that the Car Parking Space/s to be provided in the basement/ on the podium of Wing B shall be in the form of stack or tandem parking or puzzle parking or pit parking or any other form of parking and which shall be designed to minimize the area and/or volume required for parking cars. Each tandem/ stack car parking space shall contain 2 (two) or more car park spaces to be shared by 2 (two) or more flat purchasers / occupants (hereinafter

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referred to as the “**Stack Parking**”). There will be mechanical tower/puzzle parking system which shall accommodate multiple number of cars parked at the same time with one or more car entry points. The Purchaser/s is/are aware that such Stack Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has no objection to the same. The Purchaser/s is aware that the Stack Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

5.2 The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the aforesaid and that the Purchaser/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Purchaser(s). The Purchaser(s) hereby agree/s and undertake/s that the Purchasers shall bear the costs and expenses of the maintenance of the Stack Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Stack Parking. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Stack Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

5.3 The Purchaser/s is/are aware that the Parking Space/s are provided by the Promoters to the Purchaser/s. The Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoters and/or the Organization (*defined below*) and/or the Apex Body (*defined below*). The Purchaser/s hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoters and/or the Organization and/or Apex Body.

5.4 The Purchaser/s hereby agree/s and confirm/s that the Parking Space/s shall be used for parking of personal light motor vehicles of the Purchaser/s only shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s;

5.5 The Purchaser/s herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections/allocations of parking spaces done/to be done by the Promoters for other purchasers and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.

**6. EVENT OF DEFAULT AND CONSEQUENCES**

<b>Promoters</b>	<b>Purchaser/s</b>
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6.1 The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- (i) If the Purchaser/s delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOA, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee and/or a Resolution Professional or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- (viii) If the Purchaser/s carries out any structural alteration and/or addition in respect of the said Flat and/or any part thereof;
- (ix) If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Premises or any part thereof.

6.2 If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoters. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the

Promoters	Purchaser/s

mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge, within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoters shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoters (if any) towards the said Flat and (paid by him/her/them to the Promoters towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoters towards the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the Sale Price as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the Sale Price on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the Sale Price the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.

6.3 Notwithstanding anything contrary contained herein, in case the Purchaser/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoters, then the Promoters shall, without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit the amounts as mentioned in Clause 6.2 from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoters interest on all outstanding payments at along with interest calculated at the Interest Rate from the due date till the date of realization thereof.

Promoters	Purchaser/s

- 6.4 PROVIDED ALWAYS THAT in case of termination, the Promoter shall be entitled for reasonable time to refund the said amount to the Purchaser/s.
- 6.5 All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another and the other rights and/or remedies available to the Promoters under applicable law.

**7. ORGANIZATION AND TRANSFER**

- 7.1 The Promoters, in accordance with the said Act and RERA Rules and at the cost and expenses of the purchaser/s of the Flat/Shop/Offices in the Real Estate Project (including Common Areas and Amenities of Shreeji Sky Rise Tower), shall form and register a co-operative society under the provisions Maharashtra Co-operative Societies Act 1960 for the supervision, operation and management including maintenance, repairs and/renovation of Wing A and Wing B i.e. Shreeji Sky Rise Tower (including Common Areas and Amenities of Wing A and B) to be known by such name as the Promoters may decide (such co-operative society of purchasers of Flats/Shop/Offices in Wing A and Wing B shall hereinafter be referred to as the **“said Organization”**).
- 7.2 The Purchaser/s shall, along with other purchasers of Flat/Shop/Offices in Wing A and Wing B, join in forming and registering the Organization and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Organization and for becoming a member thereof, including the bye-laws of the Organization and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Organization. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws of the Organization, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.
- 7.3 It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats and unallotted car parking spaces in Wing A and Wing B shall at all times be and remain the absolute property of the Promoters, and the Promoters shall be unconditionally entitled to and have full right, absolute power and authority to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions

<b>Promoters</b>	<b>Purchaser/s</b>
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as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s nor the Organization shall object to or dispute the same. On Promoters intimating to the Organization, the name or names of the purchaser/s/allottee/s of such unsold flats and car parking spaces, the Organization shall forthwith accept and admit such purchaser/s/ allottee/s as their member/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoters from such purchasers towards charges, development charges, legal charges etc. as mentioned in Clause 14 below. It is further clarified that for sale of such flats and allotment of such car parking spaces, the Promoters shall not be liable to take any permission/consent of the Organization.

7.4 The podium number 10 of Wing B and the terrace above the topmost floor of Wing A are inter-connected and the terrace above the topmost floor of Wing A i.e. the topmost slab shall be used as an amenity area for Wing B. The amenities and recreation facilities (as indicated by the Promoter) on the terrace above the topmost floor of Wing A will be used and enjoyed only by the purchaser/s, occupants etc of the flats in Wing B to the exclusion of purchasers of units and commercial shops / retail units in Wing A. The terrace above the topmost floor of Wing A shall form a part of the common areas and amenities of Wing B and shall be conveyed to the Organization of flat purchasers of Wing B. It being clarified that the Organization (of Wing A) shall have limited access to the terrace above the topmost floor of Wing A for the purpose of maintenance of overhead water tanks.

7.5 The Purchaser/s shall pay to the Promoters/Organization the proportionate share of Maintenance and Outgoings (*defined below*) and Property Tax (*defined below*) in respect of the said Flat immediately on taking possession of the said Flat or being offered by the Promoter, whichever is earlier.

7.6 It is agreed that the Promoters, at the cost and expenses of the purchasers of flats/shop/office in Wing A and Wing B, shall execute a Deed of Conveyance in respect of the Real Estate Project including Common Areas and Amenities of Wing A and B and excluding the land beneath Wing B (hereinafter referred to as the “**Property of the Organization**”) in favour of the Organization (hereinafter referred to as the “**Organization Conveyance**”), only after the Promoters have;

(i) completed the construction of the Real Estate Project and the Common Areas and Amenities of Wing A and Wing B;

<b>Promoters</b>	<b>Purchaser/s</b>
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(ii) received all the amounts from the purchasers of the flats in the Real Estate Project including the Sale Price from the Purchaser/s hereof in respect of said Flat;

7.7 The Purchaser/s hereby agree/s, confirms and covenants that, the Purchaser/s shall at no time demand partition of the Real Estate Project and/or the Project Land and/or his/her/their interest, if any, therein and the same shall never be partitioned.

7.8 All costs, charges and expenses including the costs towards (a) formation of the Organization, (b) preparing, engrossing, stamping and registering the Organization Conveyance and all other ancillary and incidental deeds, documents required to be executed by the Promoters for effectively conveying the Property of the Organization in favour of the Organization, (c) the entire professional fees of the Attorneys engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Organization and its members / intended members including the Purchaser/s and the Promoters shall not be liable to contribute anything towards such expenses.

7.9 It is agreed that one month prior to the execution of the Organization Conveyance, the Purchaser/s shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of the Organization Conveyance. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on the Organization Conveyance and/or all other ancillary and incidental documents.

7.10 The Promoters shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold flats, if any, in Shreeji Sky Rise Tower.

7.11 The Promoters shall sell / allot all flats and car parking spaces intended to be constructed on the Project Land with a view that, ultimately all the purchasers/allottees of flats/shop/office, in Wing A and Wing B shall be admitted to the Organization as members. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold flats and unallotted car parking spaces separately and independently and the purchasers/allottees of all the such flats and car parking spaces in Wing A and B shall be admitted to the Organization.

7.12 The Purchaser/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoters and/or the said Organization may require for safeguarding the interest of Promoters in the Property of the Organization.

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7.13 Post execution of the Organization Conveyance, the Organization shall be responsible for the operation and management and/or supervision of the Property of the Organization, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

**8. APEX BODY AND TRANSFER**

8.1 The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters, in accordance with the said Act and RERA Rules and at the cost and expenses of the purchaser/s of flat in Wing B and the purchasers of the unit/shop/office in Wing A, shall form an apex body of the one Organization of Wing A and Wing B (hereinafter referred to as "**Apex Body**"), for the purpose of supervision, operation and management, maintenance, repairs and/renovation of the Common Area and Amenities shared by Wing A and Wing B and also for owning the Free Sale Land (which shall not include the area already sold by the Promoter) (hereinafter collectively referred to as the "**Property of the Apex Body**") as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act, 1960 or a company which shall be incorporated under the provisions of the Companies Act, 2013 and the Promoters shall incorporate the Apex Body as per its sole discretion.

8.2 The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Organization for enabling the Organization to pay its contribution to the Apex Body.

8.3 The Purchaser/s shall at the time of taking possession of the said Flat/Shop/office from the Promoters shall pay to the Promoters an amount as specified at serial no. 6 in table provided in Clause 14 below which will be held by the Promoters as deposit till the Apex body is formed and constituted. On formation of the Apex Body, the said deposit shall be handed over to the Apex body. The said deposit and / or interest accrued thereon shall be used by the Promoters /Apex Body for maintenance and management of Property of the Apex Body. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their Organization as may be determined by his/her/their Organization to be paid to Apex Body as aforesaid. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of Promoters to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

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8.4 The Apex Body shall have a committee of its own formed representatives of the Organization. After the election/nomination of the said representative of the Organizations, the said representative so elected/nominated shall hold office as office bearers of committee of Apex Body for a period of three years. The committee so formed as stated herein above shall have full power, absolute control and discretion as regards the maintenance and management of Property of the Apex Body without there being any kind of interference in any manner whatsoever from any of the Organizations. The Apex Body shall frame such rules, regulations and bye laws for the maintenance/ management of the Property of the Apex Body and the same shall have a binding effect and full force against the Organizations including its members and others as aforesaid. Any violation of the said rules regulations or bye laws as framed by the Apex Body or by any of the Organizations shall be liable to such action as stated in the said rules, regulation, and bye laws as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Promoters and the Apex Body shall maintain, govern and administer the Property of the Apex Body on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoters. The Purchaser/s hereby unconditionally and irrevocably agree/s and undertake/s to make payment of such amounts as and when demanded by the Apex Body/Promoters.

8.5 The Purchaser/s hereby unconditionally and irrevocably agree and undertake that he/she/they shall have no right to claim refund of amounts paid for the Apex Body nor will the said amounts be allowed to be set off or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the Property of the Apex Body as mentioned hereinabove the Promoters shall have full power, control and absolute authority to manage and maintain the Property of the Apex Body in the manner they may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the purchaser/s of units in Wing A and Wing B in respect of the monthly maintenance charges and/or property tax and/or otherwise to enable the Promoters to effectively maintain the Property of the Apex Body. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Promoters and the Purchaser/s shall have no right to question and dispute the decision of the Promoters in regard to their powers and authorities for maintaining the infrastructure, common area and facilities. In the event of the Purchaser/s failing to abide by the

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terms and conditions as laid down by the Promoters the same shall be deemed as a breach of the terms of this Agreement and thereupon the Promoters shall have the right to exercise the remedies under the law and as per the terms of this Agreement.

- 8.6 It is agreed that the Promoters, at the costs and expenses of purchasers of units and flats/shop/office in Wing A and Wing B, shall execute a Deed of Conveyance in respect of the Property of the Apex Body in favour of the Apex Body (hereinafter referred to as the “**Apex Body Conveyance**”), only after the Promoters have;
- (i) loaded, utilized and consumed the entire FSI potential of the Free Sale Land for the complete development of Wing A and Wing B (including the common areas and amenities of both Wing A and Wing B and the common areas and amenities to be shared between them).
  - (ii) completed the construction and development of Wing A and Wing B in all aspect/s and also development of the entire Free Sale Land;
  - (iii) received all the amounts from the purchaser/s of units/flats/shop/office in Wing A and Wing B including the Sale Price from the Purchaser/s hereof in respect of the said Flat;

The Purchaser/s agree and confirm that until the acts listed in Clause 8.6 above have been completed, the Promoters shall not be bound, liable, required and/or called upon to execute the Apex Body Conveyance and/or any other ancillary and incidental document, in favour of the Apex Body. The Purchaser/s agree/s and irrevocably consent/s not to have any demand and/or dispute or objection in that behalf. It being clarified that the Free Sale Land maybe granted on lease by the SRA to the Apex Body in accordance with the provisions of the said Act and the term ‘Apex Body Conveyance’ shall be construed accordingly.

- 8.7 All costs, charges and expenses including the costs towards (a) formation of the Apex Body, (b) preparing, engrossing, stamping and registering the Apex Body Conveyance and all other ancillary and incidental deeds, documents required to be executed by the Promoters for effectively conveying / causing lease deed to be executed the Free Sale Land in favour of the Apex Body (c) the entire professional fees of the Attorneys engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members. The Promoters shall not be liable to contribute anything towards such expenses.
- 8.8 It is agreed that one month prior to the execution of the Apex Body Conveyance, the Purchaser/s shall pay to the Promoters / Organization, the Purchaser’s share of

Promoters	Purchaser/s

stamp duty and registration charges payable, if any, on the execution of the Apex Body Conveyance. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on the Apex Body Conveyance and/or all other ancillary and incidental documents.

8.9 The Purchaser/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters and/or the Organization and/or the Apex Body may require for safeguarding the interest of the Promoters in Wing A and Wing B.

**9. RIGHTS TO USE AND ENJOY COMMON AREAS AND AMENITIES**

9.1 The Purchaser/s are aware that development of the Free Sale Land comprises of a commercial and a residential wing. The Purchaser/s are also aware of and agree/s to abide by and adhere to the following terms and conditions pertaining to the use, enjoyment and outgoings in respect of the Common Areas and Amenities of Wing B and the Common Areas and Amenities of the Free Sale Land:

- (i) With regards to the Common Areas and Amenities of Wing B, it is agreed that:
  - a. the Promoters shall always be the owners and will have all the right, title and interest in respect of the Common Areas and Amenities of Wing B and will be entitled to deal with and dispose off the same in such manner as the Promoters may deem fit till the execution of the Organization Conveyance.
  - b. all the purchaser/s of flats in Wing B shall be, permitted to use the Common Areas and Amenities of Wing B to the exclusion of unit purchasers in Wing A, on such terms and conditions as the Promoters and Organization may deem fit.
  - c. Maintenance and Outgoings, attributable to the Common Areas and Amenities of Wing A, shall be borne and paid proportionately by all the Flat purchasers in Wing A & B.
- (ii) With regards to Common Areas and Amenities of Free Sale Land, it is agreed that:
  - a. the Promoters shall always be the owners and will have all the right, title and interest in respect of the Common Areas and Amenities of Free Sale Land and will be entitled to deal with and dispose of the same in such manner as the Promoters may deem fit till the execution of the Apex Body Conveyance.

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- b. only the purchasers of flats in Wing B shall be entitled to use the terrace above the top most floor of Wing A, to the exclusion of the purchasers of units in Wing A on such terms and conditions as the Promoters or the Organization (as the case may be) may deem fit. It is clarified that the purchasers of the units in Wing A shall only be allowed restricted access to the topmost floor in Wing A for the purpose of maintenance of overhead water tanks.
- c. Maintenance and Outgoings, attributable to the terrace located on the top most floor of Wing A shall be borne and paid proportionately by the purchasers of flat Wing B to the exclusion of purchasers of units in Wing A. It being clarified that all costs / expenses for the maintenance, repairs and upkeep including but not limited to any leakages, seepages etc. along with that of the amenities on the top most floor of the Wing A shall be borne and paid by the purchasers of flats in Wing B. Notwithstanding the foregoing the Maintenance and Outgoings shall be borne and paid by the flat/unit owners based on facilities and infrastructure permitted to be used by them
- d. Subject to what is stated in clause 9.1 (c), Maintenance and Outgoings, attributable to the Common Areas and Amenities of the Free Sale Land, shall be borne and paid proportionately by the purchasers of units in Wing A and flats in Wing B. Notwithstanding the foregoing the Maintenance and Outgoings shall be borne and paid by the unit / flat owners based on facilities and infrastructure permitted to be used by them.

9.2 Breach of any of the above terms and conditions pertaining to the Common Areas and Amenities of Wing B and Common Areas and Amenities of the Free Sale Land shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of any of the conditions contained in this Clause.

**10. POSSESSION DATE, DELAYS AND TERMINATION**

10.1 The Promoters shall offer possession of the said Flat to the Purchaser/s on or before **31<sup>st</sup> December, 2026 (“the said Date”)**. Provided however, that the Promoters shall be entitled to reasonable extension of time for offering possession of the said Flat to the Purchaser/s, if the completion of the Real Estate Project is delayed on account of:

- (i) war, civil commotion, flood, drought, fire, cyclone, earthquake, pandemic, lockdown or any other calamity caused by nature affecting the regular development of the Real Estate Project;

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- (ii) any force majeure event and lockdowns or restrictions imposed by the State or Central Government or local authority;
- (iii) any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, SRA and/or any other statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the Authority;
- (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from SRA and/or any other concerned authorities.

10.2 The promoter shall be liable for a buffer time of 1 (one) year in case of delay of possession.

**11. PROCEDURE FOR TAKING POSSESSION**

11.1 Upon receipt of the Occupation Certificate in respect of the said Flat and the Purchaser/s making timely payment of the installments of the Sale Price along with all the other amounts due and payable by the Purchaser/s to the Promoters including but not limited to the amounts mentioned in Clause 14 hereunder, the Promoters shall offer possession of the said Premises to the Purchaser/s in writing ("**Possession Notice**"),

11.2 The Purchaser/s shall take possession of the said Flat within 7 (seven) days of the Possession Notice, by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters. The date on which the Purchaser/s take possession of the said Flat or the date of expiry of the Possession Notice, whichever is earlier shall be deemed to be the "**Date of Possession**".

11.3 Irrespective of whether the Purchaser/s take/s or fails to take possession of the said Flat within the time provided herein above, the Purchaser/s shall continue to be liable to pay the Property Tax and Maintenance and Outgoings and all other charges payable hereunder with respect to the said Premises, as applicable and as shall be decided by the Promoters and all obligations of the Purchaser/s effective from the date when the Purchaser/s take possession of the said Flat, shall be deemed to be effective from the Date of Possession.

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11.4 From the Date of Possession, the Purchaser/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the Free Sale Land / Project Land and the Real Estate Project including *inter-alia* local taxes and other indirect taxes of every nature excluding property tax, betterment charges, or such other levies by SRA and/or the concerned local municipal authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of Free Sale Land / Project Land and the Real Estate Project including the Common Areas and Amenities of Wing A and Wing B and Common Areas and Amenities of the Free Sale Land (hereinafter collectively referred to as “**Maintenance and Outgoings**”).

11.5 Until Organization and the Apex Body is formed and the Organization Conveyance and the Apex Body Conveyance is executed, the Purchaser/s shall pay to the Promoters his / her / their proportionate share of Property Tax and Maintenance and Outgoings as may be determined by the Promoters from time to time, at promoter’s sole discretion. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoters the sum as mentioned in Clause 14 by way of deposit towards payment of his / her / their proportionate share of Property Tax and Maintenance and Outgoings. The amounts so deposited by the Purchaser/s with the Promoters shall not carry any interest and remain with Promoters until the execution of the Organization Conveyance and the Apex Body Conveyance. Upon execution of the Organization Conveyance and the Apex Body Conveyance, the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organization and Apex Body (as the case may be).

11.6 The Purchaser shall pay the refundable deposit amount which shall be solely determined by the promoter at time of giving soft possession to the purchaser/s for carrying out fit-outs/flat interior works. The said refundable deposit amount shall be returned by promoter to the purchaser after deducting the amount of damage/violation to common areas due such fit-out works conducted by the purchaser or its agents. The extent of such damage/violation shall be (if any) evaluated/determined solely by the promoter or by its agent occurred.

**12. PROPERTY TAX**

12.1 In addition to the Sale Price, Maintenance and Outgoings and the other charges specified hereunder, the Purchaser/s shall all be liable to pay to the Promoters or Organization or Apex Body, as the case maybe, his / her / their / its proportionate

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share of the property tax payable in respect of the entire layout being constructed on the Free Sale Land (“**Property Tax**”).

12.2 It is clarified that the proportionate share of the Property Tax payable by the purchasers of commercial / retail units / shops shall be calculated at the rate at which the municipal authorities calculate property tax payable for commercial / retail units / shops properties and the proportionate share of the Property Tax payable by the purchasers of residential flats shall be calculated at the rate at which the municipal authorities calculates property tax payable for residential properties. Further The property tax attributable to the terrace above the top most floor of Wing A shall be borne and paid proportionately by the flat purchasers in Wing B to the exclusion of the unit owners in Wing A.

12.3 Breach of any of the above terms and conditions pertaining to payment of Property Tax shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of any of the conditions contained in this Clause.

### 13. USAGE

13.1 The Purchaser/s shall use the said Flat only for residential purpose and not for any other activity. The Purchaser/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's own light motor vehicle.

### 14. OTHER CHARGES

14.1 As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Promoters offering possession of the said Flat, pay to / deposit with the Promoters, inter alia, the following amounts over and above the Sale Price and all other amounts payable by the Purchaser/s under this Agreement or otherwise.

Sr. No.	Particulars	Amount (Rs.)
1.	Legal Charges	
2.	Share Money, application entrance fee of the Society	

Promoters	Purchaser/s
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3.	Charges for formation and Registration of Organization and Apex Body	
4.	Deposit towards water, electricity, and other utility and services connection charges	
5.	Development Charges	
6.	Corpus Fund	
7.	One Time Membership for Club House	
8.	Advance payment of Maintenance and Outgoings payable to the Apex Body for 12 months	
9.	Payment of Property Tax.	As per actual
	<b>TOTAL</b>	

The above amounts are not refundable and the Promoters shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts does not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

## 15. COVENANT AND REPRESENTATION OF THE PURCHASER/S

15.1 The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenant/s with the Promoters as follows:

- (i) To maintain the said Premises at the Purchaser's/s own cost in good and tenantable repair and condition from the Date of Possession and shall not to do or suffer to be done anything in the said Premises and/or the Real Estate Project and/or Wing A and/or Wing B, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to Wing A and/or Wing B and / or to the said Premises itself or any part thereof without the consent of the local authorities and the Promoters or the Organization, as the case maybe. In the event of the

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Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

- (ii) Not to store anything in the refuge floor and/or in the fire check floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project and/or Wing A and/or Wing B or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the Real Estate Project and/or Wing A and/or Wing B and in case any damage is caused to the Real Estate Project and/or Wing A and/or Wing B on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project and/or Wing A and/or Wing B.
- (v) Not to make any alteration in the elevation and outside color scheme of paint and glass of the Real Estate Project and/or Wing A and/or Wing B and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters or the Organization, as the case maybe, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Real Estate Project and/or Wing A and/or Wing B or do any act to affect the F.S.I potential of the Free Sale Land.
- (vi) Not to affix any fixtures or grills on the exterior of Wing A and/or Wing B for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be

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obtained by the Purchaser/s from the Promoters and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoters.

- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and/or Wing A and/or Wing B or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (viii) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 14 above and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, MCGM / SRA for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Real Estate Project.
- (ix) Not to delay / default in payment of 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 from time to time.
- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat until the Sale Price, Property Tax, Maintenance and Outgoings and all other amounts payable by the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Purchaser/s is/are desirous of transferring the said Flat and/or his / her / their rights under this Agreement prior to making such full and final payment, then, the Purchaser/s shall be entitled to effectuate such transfer only with the prior written consent of the Promoters / Organization. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein / Organization.
- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organization / Apex Body, for the purpose of maintenance and up-keep of the Real Estate Project and/or Wing A and/or Wing B and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
- (xii) Shall not violate and shall observe and perform all the rules and regulations which the Organization/Apex Body may have at its inception and the additions, alterations

Promoters	Purchaser/s

or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and/or Wing A and/or Wing B and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the said Flat and shall pay and contribute regularly and punctually towards the Property Tax and Maintenance and Outgoings in accordance with the terms of this Agreement.

- (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the Real Estate Project and/or Wing A and/or Wing B which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser/s 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 Real Estate Project and/or Wing A and/or Wing B and the Purchaser/s shall not hold the Promoters so liable;
- (xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project and/or Wing A and/or Wing B.
- (xv) Shall never in any manner enclose any appurtenant area/chajja/flower beds/pocket terrace/s 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 said Flat and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the Common Area and Amenities of Wing A and/or Wing B or the Common Area and Amenities of the Free Sale Land, such as passage, lobby, stair case and / or any part of the Project Land and/or Free Sale Land.

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Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

15.2 In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Free Sale Land and/or Real Estate Project and/or Wing A and/or Wing B. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses.
- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, Real Estate Project and/or Wing A and/or Wing B or Free Sale Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses.
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or Real Estate Project and/or Wing A and/or Wing B nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and/or Wing A and/or Wing B and at the Purchaser's/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.
- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Real Estate Project and/or Wing A and/or Wing B or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project and/or Wing A and/or Wing B. No damage shall be caused to the electricity poles,

Promoters	Purchaser/s

cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project and/or Wing A and/or Wing B. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.

- (v) Shall not display at any place in the Real Estate Project and/or Wing A and/or Wing B and/or the Free Sale Land any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or Wing A and/or Wing B or the common areas and amenities therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or Wing A and/or Wing B.
- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project and/or Wing A and/or Wing B or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;
- (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;
- (viii) Shall cause the Organization / Apex Body to paint Wing A /Wing B at least once in every five years maintaining the original colour scheme.

**16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

16.1 The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the Free Sale Land and also has actual, physical and legal possession of the Free Sale Land, of which the Project Land form part, for the implementation of the Real Estate Project;

<b>Promoters</b>	<b>Purchaser/s</b>
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- (ii) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the same;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Purchaser/s;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Purchaser/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, Wing A and/or Wing B;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoters are restricted to enter into these presents;
- (vii) At the time of execution of the Organization Conveyance, the Promoters shall handover lawful possession of Property of the Organization to the Organization;
- (viii) At the time of execution of the Apex Body Conveyance, the Promoters shall handover lawful possession of the Property of the Apex Body to the Apex Body.

**17. ENTRY IN THE SAID PREMISES**

17.1 The Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Real Estate Project and/or Wing A and/or Wing B and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Real Estate Project and/or Wing A and/or Wing B in respect whereof, the purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

<b>Promoters</b>	<b>Purchaser/s</b>
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**18. DEFECT LIABILITY**

18.1 If within a period of 5 (five) years from the said Date, the Purchaser/s bring/s to the notice of the Promoters any structural defect in the said Flat or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the said Act. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by willful default and/or negligence of the Purchaser/s and/or any other purchaser in the Real Estate Project and/or by reasons directly and/or indirectly attributable to the Purchaser/s and/or other purchasers in the Real Estate Project.

**19. MAINTENANCE CONTRACT**

19.1 PROJECT

(i) The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of project being developed on the Free Sale Land including the Real Estate Project and the Common Areas and Amenities of Wing A and/or Wing B and Common Areas and Amenities of the Free Sale Land. Such decision shall be final and binding on the Purchaser/s until the execution of the Organization Conveyance and the Apex Body Conveyance. Thereafter, the Organization will undertake the maintenance of the Property of the Organization and every part thereof, and the Apex Body shall undertake the maintenance of the Property of the Apex Body and the Common Areas and Amenities of the Free Sale Land, and every part thereof, in the manner as it was handed over save and except normal wear and tear and the Organization / Apex Body shall create and maintain a sinking fund for the purpose of such maintenance.

**20. HOARDINGS AND SIGN BOARDS**

20.1 It is expressly agreed that the Promoters shall have an irrevocable right and be entitled to put a hoarding on the Real Estate Project and/or Wing A and/or Wing B or any parts of the Free Sale Land including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent

<b>Promoters</b>	<b>Purchaser/s</b>
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construction or erection for installation either on the exterior of Wing A or on Wing B as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Wing A and/or Wing B for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / Organization / Apex Body shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.

**21. TRANSFER**

21.1 The Purchaser/s 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 Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Flat and/or his/her/their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoters or the Organization, as the case maybe, which consent shall be given by the Promoters, subject to such terms and conditions as the Promoters may deem fit and proper.

**22. MORTGAGE**

22.1 The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoters mortgaging the project being developed on the Free Sale Land including the Real Estate Project and/or Wing A and/or Wing B , to enable the Promoters to augment the funds for the development of the project being developed on the Free Sale Land including the Real Estate Project and/or Wing A and/or Wing B. The Promoters shall clear the mortgage debt in respect of (i) the Real Estate Project in all respects before the execution of the Organization Conveyance and (ii) Free Sale Land and the Property of the Apex Body in all aspect before the execution of the Apex Body Conveyance in the manner provided in this Agreement.

<b>Promoters</b>	<b>Purchaser/s</b>
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22.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoters and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoters shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoters under this Agreement or otherwise.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S)**

23.1 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 Real Estate Project and the Wing A and/or Wing B shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.

**24. ENTIRE AGREEMENT**

24.1 The Parties hereto confirm that this Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents, if any, entered into, executed and/or provided between and/or by the Parties.

**25. WAIVER**

25.1 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

<b>Promoters</b>	<b>Purchaser/s</b>
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25.2 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters.

**26. SEVERABILITY**

26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the RERA Rules or under any other applicable law, such provisions of this 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 the said Act and the RERA Rules and/or any other 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.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

27.1 Save as otherwise provided in this Agreement, wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(s) in the Real Estate Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project / Wing A/ and/or Wing B, as the case maybe.

**28. FURTHER ASSURANCES**

28.1 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.

**29. PLACE OF EXECUTION AND REGISTRATION**

29.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s,

<b>Promoters</b>	<b>Purchaser/s</b>
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in Mumbai, after the Agreement is duly executed by the Purchaser/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

29.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser/s will attend such office and admit execution thereof

29.3 The Purchaser/s shall bear and pay all the amounts payable towards registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

29.4 The Purchaser/s hereby agree and confirm hereby that the stamp duty on this Agreement is being paid by the Promoter in terms of the Government Resolution dated 14 January 2021 bearing reference No. TPS-1820/Ano.27/Pr.No.80/20/Nov-13 issued by the Ministry of Urban Development, Government of Maharashtra.

### **30. INDEMNITY**

30.1 The Purchaser/s hereby indemnifies and agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

### **31. NOTICE**

31.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

31.2 A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery

Promoters	Purchaser/s

- (ii) if sent by courier, registered (Post) A.D. or by Fax, E-mail mentioned below at the time of delivery thereof to the person receiving the same

**Promoter name and Address:**

**M/S SHREEJI CONSTRUCTION,**

Address: **6th floor, Shah Trade Centre, Rani Sati Marg, Near Western Express Highway, Malad (East), Mumbai - 400 097**

**Name of purchaser/s and purchaser/s Address:**

Address:

**32. PAN**

32.1 For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser/s are as follows:

- (i) Promoters PAN            1) ABDFS6234L
- (ii) Purchaser/s PAN

**33. DISPUTE RESOLUTION**

33.1 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 said Act and the RERA Rules.

**34. GOVERNING LAW**

34.1 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 with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**35. LEGAL ADVICE**

35.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after obtaining necessary legal advice and being fully satisfied has /

Promoters	Purchaser/s

have entered into this Agreement and further agrees not to raise any objection in regard to the same

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground with messuages, tenements or dwelling house/s standing thereon, situate, lying and being at Village Poinpur, Kandivali, Taluka Borivali, Swami Vivekananda Road, Kandivali (West), Mumbai - 400 067, Mumbai Suburban District, alongwith structure standing thereon occupied by the tenants/occupants bearing CTS No. 300A, admeasuring 718.60 sq.mts, CTS No. 300C, admeasuring 155.80 sq.mts and undivided portion of CTS No. 300B admeasuring 210.36 sq. mts, abutting CTS No. 300A.

On or towards the North by : Plot bearing CTS no 301A (P). 301A/1 to 35.  
On or towards the South by : Plot bearing CTS no 300 B (P)  
On or towards the West by : Plot bearing CTS no 301A 1 to 35  
On or towards the East by : Adjoining Nalla.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground with messuages, tenements or dwelling house/s standing thereon, situate, lying and being al Village Poinpur - Kandivali, Taluka Borivali, Swami Vivekanand Road, Kandivali (west), Mumbai - 400 067, Mumbai Suburban District along with structure standing thereon occupied by the tenants occupants bearing CTS No. 301A, 301- A/1 to A/35, admeasuring 3075.20 sq. mtrs.

On or towards the North by : S.V. Road  
On or towards the South by : Plot bearing CTS no 300 A 300 B and 300C  
On or towards the West by : Shiv Village Kandivali  
On or towards the East by : Nalla Third Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground with messuages, tenements or dwelling house/s standing thereon, situate, lying and being at Village Poinpur- Kandivali, Taluka Borivali, Swami Vivekanand Road, Kandivali (west), Mumbai 400 067, Mumbai Suburban District, alongwith two buildings and one structure standing thereon tenants/occupants

<b>Promoters</b>	<b>Purchaser/s</b>
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bearing Survey Na. 89-A, Hissa No. 1, corresponding CTS No. 302, 302/1 to 302/8, admeasuring 556 sq. mts.

On or towards the North by : Plot bearing CTS no 301A  
On or towards the South by : Plot bearing CTS no 303  
On or towards the West by : Kamala Nehru Nalla  
On or towards the East by : S.V. Road

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Description of the Project Land)

All that piece and parcel of land admeasuring 1951.11 square metres or thereabouts in the Village of Poisar, Taluka Borivali bearing CTS Number 300 C, 301 A, 301 A 1 to 35, 302 and 302 1 to 8 situated, lying and being at S.V Road, Opposite Fire Brigade, Kandivali (West), Mumbai- 400 067, in the Registration District and Sub-District of Mumbai Suburban and bounded as follows:

On or towards the North by : Balashinor Bunglows.  
On or towards the South by : Sarla Avenue  
On or towards the West by : Rehab bldg. of Vighnaharta Ambewadi SRA Chs  
On or towards the East by : S. V Road.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Description of the Apartment)

Flat bearing no. currently admeasuring to square feet equivalent to \_\_\_ Sq meter Rera carpet area on the \_\_\_ floor in Wing B of the Sale Building known as “**SHREEJI SKY RISE TOWER**” under construction on the said Project Land more particularly described in the Fourth Schedule hereinabove written.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Description of the common area in Free Sale Land)

1. Parking
2. Underground tank if any

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(Description of the common area and facilities for Wing B)

Promoters	Purchaser/s

Common Area

1. Staircase
2. Staircase Landing
3. Entrance Lobby
4. Reputed and Reliable Automatic passenger elevators
5. Common Electricity Meters
6. Electric Sub Station
7. Servants Toilets
8. CCTV
9. Club house
10. Swimming pool

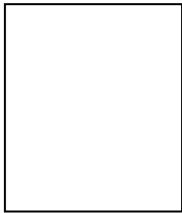
**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

(Description of the amenities and fixture & fitting in the Said Flat)

1. Fire retardant laminated main door with Smart door lock system
2. High quality vitrified tiles in living, dining, bedrooms, kitchen and passage
3. Gypsum plaster on all internal walls
4. Good quality interior paint
5. Aluminum sliding windows
6. Anti-skid tiles in balcony & bathroom flooring
7. Wall tiles up to door height in kitchen & bathroom
8. Concealed plumbing with CPVC Pipe
9. Premium CP & sanitary fitting
10. Safety railing in balcony
11. Smartly designed fire sprinkler in every apartment

Promoters	Purchaser/s

**SIGNED AND DELIVERED** by the )  
 Within named "**Promoters**" )  
**M/S SHREEJI CONSTRUCTION** )  
 by the hands of its authorized Partner )  
 Mr. Mehul P Sanghvi )

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In the presence of...

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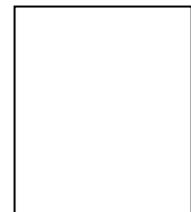
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**SIGNED AND DELIVERED** by the )  
 Within named "**Purchaser/s**" )

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In the presence of...

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<b>Promoters</b>	<b>Purchaser/s</b>
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## LIST OF ANNEXURES

ANNEXURE NO.	PARTICULARS
<b>Annexure A</b>	Authenticated Copy of the Property Register Card
<b>Annexure B</b>	Layout Plan of the said Rehab & Free Sale Land
<b>Annexure C</b>	Registration Certificate for the Project issued by the Maharashtra Real Estate Regulatory Authority
<b>Annexure D</b>	Copy of Intimation of approval & Commencement Certificate
<b>Annexure E</b>	Title Certificate
<b>Annexure F</b>	Plan of said flat Unit

Housiey.com

<b>Promoters</b>	<b>Purchaser/s</b>
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