



This provisional allotment is subject to compliance with the following terms & conditions as appearing hereinafter:

1. The total consideration for the said Premises is fixed at **Rs.** \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only), which has been accepted by you, out of which:-
2. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid as token deposit hereunder shall be adjusted towards the total consideration; The balance consideration shall be payable by you in the manner prescribed in the Agreement for Sale under RERA to be signed by and between us at a later date.
3. The validity of the provisional allotment under this Letter of Allotment is subject to compliance with the payment schedule, as shall be fixed in the Agreement for Sale to be entered into by and between us. You shall adhere to the schedule of payments and shall make the payments on due dates as mentioned therein.
4. In the event you fail to execute the Agreement for Sale within one month of us calling upon you to do so, the token deposit paid by you hereunder shall stand forfeited.
5. In case you fail to make the payment of the amounts on the due dates specified in the Agreement for Sale, you shall be liable to pay interest @ 18% . on the default amounts for the period of delay.
6. We reserve the right to cancel the provisional allotment made hereunder or the allotment made in terms of the Agreement for Sale in case of non-payment of instalments, as per the schedule of payments mentioned in the said Agreement for Sale.
7. The Agreement for Sale and other necessary deeds and documents shall be executed as per prevailing laws, rules and regulations in India.
8. Upon execution of the Agreement for Sale, the terms and conditions contained herein shall stand superseded by the terms and conditions contained in the Agreement for Sale.
9. This letter will be surrendered on such entering into regular agreement for Sale.
10. We reserve the right to make any changes, amendments, additions, deletion and/or modification in the building plans in general and in the said Premises in particular as may be demanded / permissible by the concerned authorities and you shall not object to the same.
11. In addition to the total consideration, you shall be required to make further payments in respect of the society charges, deposits and/or other charges as may be applicable from time to time.

12. You have taken inspection of all the documents, title deeds, plans with specifications, list of amenities and other concerned papers in respect of the building and land and are fully satisfied with the same and you shall not raise any objection or requisition in this regard in the future.
13. You shall be liable to pay Stamp Duty, Registration charges, GST tax and any other tax levies as may be imposed by the Government at the time of execution of the Agreement for Sale.

**It is clarified that this is merely a provisional Letter of Allotment and it does not create any right of ownership in the said Premises.**

By signing this Letter of Allotment, you confirm the acceptance of the above terms and conditions.

Yours Faithfully,  
**For ; SHREEJI CONSTRUCTION.**

**Authorised Signatory**

**I/We Confirm & accept the above**

(NAME OF THE ALLOTEE)

(SIGNATURE OF ALLOTEE)

PLACE:

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**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 as the “**Promoters**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

**AND**

**Mr/Mrs/Miss** \_\_\_\_\_  
\_\_\_\_\_ India  
n Inhabitant(s) residing at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

**Messrs.** \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 1932 having its principal place of business at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

\_\_\_\_\_ a Company registered under the Indian Companies Act 1913 / Companies Act 1956 / Companies Act 2013 having its registered office at \_\_\_\_\_  
\_\_\_\_\_

hereinafter called “**the Allottee/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 respective 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, 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 permitted assigns of such last surviving member of the HUF and in the case of a Company or a Society or any other body corporate, its

successors and permitted assigns) of the **OTHER PART**;

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

## **WHEREAS**

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### **A**

### **FIRST PROPERTY**

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1. One Mr. Dominic Manuel Fonseca was during his life and up to his death, seized and possessed of piece and parcel of land bearing Survey No 90, Hissa No 1, CTS No 300 Survey No 91 Hissa No -5, CTS No -301(p), totally admeasuring about 8530.5 sq.yards equivalent to 7132.351 sq.mtrs, (larger Property) having purchased the same from his self-acquired money by and under the Deed of Conveyance registered on 5<sup>th</sup> March, 1949 with the Sub- Registrar of Assurance , Kandivali on the terms and conditions as incorporated in the said Deed. He died intestate on 1<sup>st</sup> September, 1949, leaving behind him his four sons and Two daughters as his only heirs and legal representatives who had succeeded to the above property. Thereafter the names of legal heirs of the said deceased owner Mr. Dominic Manuel Fonseca were mutated as per the mutation entries shown in the property card, since then, the said legal heirs of deceased Owner Mr. Dominic Manuel Fonseca had been the Owners and absolutely seized and possessed of the said larger property.
2. By virtue of Agreement for Sale dated 02<sup>nd</sup> March, 1980.Mrs. Lucy Fonseca and 20 others. who were legal heirs of the said deceased original Owner of Mr. Dominic Manuel Fonseca (the Vendors therein) agreed to sell and transfer the said Larger Property to M/s. Jyoti Builders (the purchaser therein) as per the terms and conditions and consideration mentioned therein, since the said vendors failed to comply with their obligations under the said Agreement for Sale the said M/s Jyoti Builders through its Partners filed a suit bearing Suit No .2621 of 1983 in the Bombay High Court, for the Specific performance of the said agreement, which was settled and Consent Decree dated 11<sup>th</sup> April, 1984 was passed which was to be treated as a conveyance and accordingly, the Vendors had handed over the possession of the said larger Property to the Purchasers M/s Jyoti Builders.
3. By Virtue of the said Consent Decree , the said M/s Jyoti Builders became the owner of the total plot of land (larger property) and were possessed of and well and sufficiently entitled to the said larger property and every part thereof, save and except the tenants occupying the existing structures,
4. As per the order dated July 8, 1993 of District Officer, Mumbai Suburban District and order dated March 6, 1996 of the City Survey Office Painsur, area of CTS No

300 (1 to 14) and CTS No 301 of 2,529 square meters was amalgamated with CTS No 300 having an area of 2,802 Sq. mtrs aggregating to 5,331.50 sq.mtrs and new CTS No 300 was allotted to the entire plot area of 5,331.50 Sq. mtrs out of which plot area of 4612.90 sq mtrs was separated and new CTS No.300B for 4,457 Sq.mtrs and CTS No 300C for plot area 155.80 sq.mtrs (D.P road) has been created for balance area of 718.60 Sq.mtrs CTS No 300 A was allotted , on a portion admeasuring 4,246.7 Sq. mtrs out of CTS No 300B admeasuring 4,457.10 Sq. mtrs , four building known as Jyoti Park were constructed by the M/s Jyoti Builders. Leaving balance area of 210.36 sq.mtrs. An area of 155.80 sq. mtrs goes in 44' wide DP road without claiming setback benefit. Thus three new property card were opened as per above order on 6<sup>th</sup> March, 1996 for the above Property viz... (1) CTS No.300A – admeasuring 718.70 Sq.mtrs (2) CTS No 300B – admeasuring 4457.10 sq. mtrs and (3) CTS No- 300C- admeasuring 155.80 Sq. mtrs (D.P Road) in the name of Uma Mary Gonsalvese and Ors ., who were legal heirs deceased original Owner Mr. Dominic Manuel Fonseca.

5. In the year 2006, the said 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. Thereafter by a registered Deed of Confirmation dated 22<sup>nd</sup> February, 2007, the said Jyoti Builders as Confirmers therein confirmed that the said Agreement for Sale dated 2<sup>nd</sup> March, 1980 executed between the Vendors and themselves was subsisting and binding on the parties to the said Agreement for sale dated 2<sup>nd</sup> March, 1980 along with the consent decree and accordingly, the same was registered under the provision of MOFA, 1961 with Registration Act, 1908.

6. By and under an Agreement for Sale dated 5<sup>th</sup> July,2007 executed between M/s Jyoti Builder, the Vendors therein and M/s Shreeji Construction the Purchasers therein, the purchaser agreed to purchase the Vendors agreed to sell and transfer to the purchasers, portion of the said larger property being land bearing CTS No 300 A (admeasuring 718.60 Sq. mtrs) CTS No 300C (admeasuring 155.80 Sq.mtrs) and an undivided portion of CTS No 300B abutting CTS No 300A admeasuring 210.36 Sq. mtrs of Village Poinsur – Kandivali Taluka Borivali Mumbai Suburban District along with the structure standing thereon more particularly described in **First schedule** therein and shown in red color boundary line (hereinafter referred to as “the First Property”) for consideration as mentioned therein. The details of tenants have been mentioned in the list annexed with the said agreement. Pursuant to the said Agreement, M/s Shreeji Construction, the Purchasers paid the entire consideration to M/s Jyoti Builders, the Vendors and the said Jyoti Builders handed over the peaceful possession of the said first Property to M/s. Shreeji Constructions.

7. Thereafter a Deed of Conveyance dated 26<sup>th</sup> December, 2011 was executed between M/s Jyoti Builders as Vendors and M/s Shreeji Constructions as the

purchasers, whereby the Vendors therein sold, conveyed, granted and transferred unto the Purchasers i.e. M/s. Shreeji Constructions , the said First Property being all that piece and parcels of land bearing CTS No.300A (admeasuring 718.60 Sq. mtrs), CTS No.300C (admeasuring 155 .80 Sq.mtrs) and an undivided portion of CTS No 300B touching CTS No. 300A admeasuring 210.36 square meters of Village Poisar Kandivali , Taluka Borivali Mumbai Suburban District along with the structures standing thereon along with the tenants / occupants occupied structures standing thereon and all their rights , title and interest thereof . Necessary and proper stamp duty has been paid by the said M/s. Shreeji Constructions by adjudication process by the Collector of stamp office as per Bombay Stamp Act, 1958. The said Deed of Conveyance, thereafter was registered on 24/4/2012 with the Sub- Registrar office at Borivali, Mumbai Suburban. Since then, the said M/s. Shreeji constructions are the owners of the said First Property

8. The said property was fully encroached upon and occupied by hutment dwellers for the past over many years. In view of the said property being overcrowded and lacking in basic amenities rendering it insanitary and squalid and in serious danger to the public health and safety, by a Notification No. SAA - Borivali – XIII date 30<sup>th</sup> September 1977, the said property was declared as SLUM AREA under the Maharashtra Slum (Improvement) Clearance and Redevelopment Act 1971 and published in Maharashtra Government Gazette dated 13<sup>th</sup> October 1977.

9. By virtue of registered conveyance deed bearing no 1/3410/2012 dated 26<sup>th</sup> December, 2011 the city survey officer mutated M/s Shreeji Construction's name in the property card of plot bearing CTS No 300B for an area admeasuring 210.36 sq.mtrs in the mutation entry no 474 dated 02<sup>nd</sup> November, 2020.

10. By virtue of order dated 30 December, 2020 passed by collector (Mumbai Suburban), City survey officer – Goregaon subdivided the plot bearing no 300B admeasuring 4457.10 Sq.mtrs into two plots viz... (i) 300B/1 admeasuring 4246.74 sq.mtrs and (ii) 300B/2 admeasuring 210.36 Sq.mtrs.

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## **B.**

## **SECOND PROPERTY**

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1. Shree Balasinor Co - Operative Housing Society Ltd a society registered under the Maharashtra Co - operative Societies Act having registration no. B / 385 dated 15<sup>th</sup> December 1947 were the owners and possessed of and well sufficiently entitled 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 Poinsur - Kandivali , Taluka Borivali , Swami Vivekananda Road , Kandivali ( west ) , Mumbai - 400 067. Mumbai Suburban District, along with structure standing thereon occupied by the tenants / occupants bearing **CTS No. 301A, 301- A1 to A / 35 , totally admeasuring**

**3975.20 sq. mtrs** more particularly described in **Second Schedule**, hereinafter referred to as Second Property and the name of the said owners have been mutated in the property cards as the owners of the said second property since the year 1968.

2. The said property was fully encroached upon and occupied by hutment dwellers for the past over many years. In view of the said property being overcrowded and lacking in basic amenities rendering it insanitary and squalid and in serious danger to the public health and safety, by a Notification No. SAA - Borivali - XII date 30 September, 1977, the said property was declared as a SLUM AREA under the Maharashtra Slum Areas (improvement) Clearance and Redevelopment Act 1971 and published in Maharashtra Government Gazette dated 13 October 1977.

3. In the year, March 1992. One Mrs. Lucy Fonseca and others filed consent terms dated with the Superintendent of Land Records, in Appeal SR No.44 / 1986, by which a portion of the land bearing C.T.S. No 301 ( part ) admeasuring about 118.6 sq. mtrs , was declared agreed and confirmed to belong to Mrs. Lucy Fonseca and others and the said portion of the land did not form part of the said property and was not the subject matter of the sale of further Conveyance.

4. By a Deed of Conveyance dated 15<sup>th</sup> February 2006 and registered on 20<sup>th</sup> March, 2006, executed between Shree Balasinor Co - Operative Housing Society Lid, as Vendors and M/s. Omkareshwar Developers, a registered Partnership firm, as Purchasers, pursuant to the terms and conditions as mentioned in the said Deed and in terms of consideration of payment of full purchase price, the said Second Property being **CTS No. 301A, 301. A / 1 to A / 35, totally admeasuring 3975.20 sq. mtrs** was sold, transferred and conveyed to the M/s. Omkareshwar Developers as Owners of the said Second property and they were put in possession of the said Second Property. The registered Power of Attorney dated 15<sup>th</sup> February, 2006 was also executed by the said Shree Balasinor Co Operative Housing Society Ltd in favour of the Partners of M/s. Omkareshwar Developers. The name of the said M/s. Omkareshwar Developers was mutated in the property card concerning the said Second Property as Owners thereof as per mutation entry no. 343 dated 16/3/2015.

5. By a Deed of Conveyance dated 26<sup>th</sup> December 2011 and registered on 7<sup>th</sup> March, 2012, executed between M/s. Omkareshwar Developers, a registered Partnership firm as Vendors and M/s. Shreeji Constructions, pursuant to the terms and conditions as mentioned in the said Deed and in terms of consideration of payment of full purchase price, the said Second Property being **CTS No. 301A, 301. A / 1 to A / 35, totally admeasuring 3975.20 sq. mtrs**, was sold, transferred and conveyed to the M/s. Shreeji Constructions as Owners of the said Second property and they were put in possession of the said Second Property. The name of the said M/s. Omkareshwar Developers was mutated in the property card concerning the said Second Property

as Owners thereof M/s Shreeji Construction name was muted as per mutation entry no. 344 dated 16/3/2015.

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**C.**

**THIRD PROPERTY**

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1. That in the year 1967, by a registered Sale Deed. Mr. Odhavji Damodardas Parekh and Mrs. Kamlabai Odhavaji Parekh purchased all that piece and parcel of plot of land bearing Survey No 89 - A Hissa No. 1 corresponding CTS No. 302, 302/1 to 8 situated at Village Poinpur Taluka Goregaon Mumbai Suburban District admeasuring 556 square meters or thereabouts and the structures standing and their names had been mutated in the concerned property card by an order dated 28/6/1974 as Owners of the said plot. On or about 28/8/1970, Mrs. Kamlabai Odhavaji Parekh expired and her name was deleted from the property card on 28/6/1974.

2. In the year 1974, the said plot was purchased by Mr. Bhavani Shankar Sharman and Mrs. Ramadevi Bhavani Shankar Sharma and their names were mutated in the property Card on 9/2/1976 as Owners of the said plot. Thus the said Mr. Bhavani Shankar Sharman and Mrs. Ramadevi Bhavani Shankar Sharma were the absolute owners of and seized and possessed of or otherwise sufficiently entitled to (i) all that piece and parcel of plot of land bearing Survey No 89 - A Hissa No. 1 corresponding CTS No. 302, 302/1 to 8 situated at Village Poinpur Taluka Goregaon Mumbai Suburban District admeasuring 556 square meters or thereabouts and the 2 building standing thereon known as Kamla bhavan more particularly described in **Third Schedule** and hereinafter referred to as Third Property..

3. Mr. Bhavanishankar Bhimashankar Sharma expired intestate at Mumbai on 30<sup>th</sup> March 1987 leaving behind him his widow Mrs. Ramadevi Bhavanishankar Sharma and his two sons namely Mr. Ashok Bhavanishankar Sharma and Mr. Vinod Bhavanishankar Sharma as his only legal heirs and legal representatives under the provisions of Hindu Succession Act, by which he was governed at the time of his death. Therefore by a mutation entry no. 288/2013 dated 13/08/2013, the name of late Mr. Bhavanishankar Sharma was deleted and names of Mr. Ashok Bhavanishankar Sharma and Mr. Vinod Bhavanishankar Sharma was added along with Mrs. Ramadevi Bhavanishankar Sharma as Owners of the said Third Property.

4. By an Agreement dated 26<sup>th</sup> December, 2011, registered No.BDR11-01893-2012, dated 07/03/2012 , Mrs. Ramadevi Bhavanishankar Sharma , Mr. Ashok Bhavanishankar Sharma and Mr. Vinod Bhavanishankar Sharma , the Vendors therein , agreed to sell , transfer , convey , surrender the said property and all their right , title , interest , benefit etc. in respect thereof including all benefits , right , title and interest under the said Agreement in respect of the said Third Property to M/s .

Shreeji Constructions, the Purchasers therein, on the terms and conditions and the consideration as mentioned therein. Pursuant to the said Agreement the said M/s. Shreeji Constructions paid part consideration amount to the said Owners/Vendors and the said Owners/Vendors handed over the possession of the said property to the Purchasers, M/s. Shreeji Constructions and the Vendors also executed a Power of Attorney dated 26<sup>th</sup> December 2011 in favour of partners of the said M/s. Shreeji Constructions. Since then the said M/s. Shreeji Constructions are in possession of the Said Third Property as Owners thereof.

5. As per the terms and conditions of the said Agreement dated 26<sup>th</sup> December, 2011, by a Deed of Conveyance dated 2<sup>nd</sup> January, 2013, the said Owners/Vendors i.e. Mrs. Ramadevi Bhavanishankar Sharma, Mr. Ashok Bhavanishankar Sharma and Mr. Vinod Bhavanishankar Sharma sold, transferred and conveyed the said Third Property to the M/s. Shreeji Constructions as Owners of the said property and they were put in possession of the said Third Property. The said Deed of Conveyance was registered on 29/01/2013 and the necessary stamp duty was paid by the said M/s. Shreeji Constructions. The entire purchase price as agreed has been paid by the said M/s. Shreeji Constructions to the said Vendors i.e. Mrs. Ramadevi Bhavanishankar Sharma, Mr. Ashok Bhavanishankar Sharma and Mr. Vinod Bhavanishankar Sharma. The name of the said M/s. Shreeji Constructions was mutated in the property card concerning the said Third Property as Owners thereof as per mutation entry no. 289/2013 dated 13/08/2013

D. Thus, the First Property and Second Property have been declared as Slums Area under The Maharashtra Slum Areas (improvement) Clearance and Redevelopment Act, 1971 and published in Maharashtra Government Gazette dated 13<sup>th</sup> October 1977 as stated above. The occupants of the said Slum Area of the First Property then formed a society namely " Vighnaharta Ambevadi Co - Operative Housing Society (Proposed) and also the occupants of the said Slum Area of the Second Property then formed a society namely " Shri Vighnaharta Co - Operative Housing Society (Proposed).

E. The Slum Rehabilitation Scheme on the Second Property i.e. **CTS No. 301A, 301 - A1 to 1/35, admeasuring 3975.20 sq. mtrs.**, was submitted by the Architect on 17/04/2006 on behalf of Developers M s. Omkareshwar Developers for Vighnaharta CHS (proposed) to the Slum Rehabilitation Authority and accordingly Annexure II were prepared by the concerned authority. Thereafter new Developers M/s. Shreeji Construction i.e. the promoter, were accepted as Developers by the slum Rehabilitation authority for the First Property and then rehabilitation scheme of additional slum plot i.e. First Property being **CTS No. 300A, admeasuring 718.60 sq. mtrs. CTS No. 300C, admeasuring 155.80 sq. mtrs. and undivided portion of CTS No. 300B admeasuring 210.36 sq. mtrs.** proposed by M/s. Shreeji

Constructions was amalgamated on 14/08/2012 with the first proposal of 17/04/2006 and thereafter the said M/s. Shreeji Constructions applied for amalgamation of contiguous non slum plot i.e. Third Property being **CTS No. 302 , 302/1 to 302/8 , admeasuring 556 sq. mts**, with the aforesaid two slum Rehabilitation scheme. The same was allowed on 05/04/2014. The Slum Rehabilitation Authority allowed the above Joint development of slum area with contiguous non slum area as per clause 7.7. of Appendix IV of DCR- 1991 as proposed by the said M/s. Shreeji Constructions as owners / Developers of the said all three properties.

- F. The First, Second and Third Property are hereinafter collectively referred as the said property.
- G. The name of the promoter is recorded on the revenue records for the said property and the property registered cards stand in the name of the promoter. A copy of the property registered cards are annexed hereto and marked as **Annexure – “A”**.
- H. By various agreements executed by and between M/s Shreeji Construction, the Proposed Society and Members of the Proposed Society, the Proposed Society and the Members of the Proposed Society assigned, their respective rights, title and interest in respect of unconsumed FSI available on the plot together with development rights in favour of M/s Shreeji Construction and M/s Shreeji Construction agreed to provide permanent alternate accommodation on ownership basis to the Tenants/ Members of the Proposed Society on a portion of the Property on the terms and conditions more particularly set out thereunder;
- I. The Promoter being desirous of implementing a slum rehabilitation scheme on the said Property by constructing a rehabilitation building and a free sale building has obtained the following approvals and permissions till date with respect to the construction of the rehab component on the Property:
- I. Letter of Intent dated 18<sup>th</sup> January 2020 bearing number SRA/ENG/1375/RS/PL/LOI ("the LOI") issued by the Slum Rehabilitation Authority to M/s Building Technologies India Private Limited (the Promoter) and Shri. Vighnharta Ambewadi SRA CHS (Proposed) (the Society) sanctioning FSI 4.79 for Slum Plot and 2.2 for the Non Slum Plot in accordance with provisions of Regulation 33(10) of DCPR 2034, under the Slum Rehabilitation Scheme on the Property upon the terms and conditions more particularly set out thereunder:
  - II. Intimation of Approval dated 14<sup>th</sup> December 2020 bearing Ref. No. SRA/ENG/RS/PVT/0039/20060417/R-1 issued by the Slum Rehabilitation Authority in favour of the Promoter granting permission for construction of the Rehab

- bldg. on the Property and upon the terms and conditions more particularly set out thereunder;
- III. Commencement Certificate dated 7<sup>th</sup> June, 2021 bearing Reference No. SRA/ENG/RS/PVT/0039/20060417/R-1 issued by the Slum Rehabilitation Authority in favour of the Promoter for commencement of the construction of Rehab Bldg. on the said Property for upto plinth level.
- IV. A Corrigendum Layout Plan of Rehab Bldg. dated 27<sup>th</sup> May 2021 bearing No. SRA/ENG/RS/PVT/0039/20060417/R-1 was issued by the Slum Rehabilitation Authority;
- J. With respect to the construction of the free sale component, the following approvals and permissions till date in respect of the Property have been obtained by the Promoter:
- I. Intimation of Approval dated 6<sup>th</sup> September 2021 bearing Ref. No. RS/PVT/0039/20060417/AP/S ("IOA") issued by the Slum Rehabilitation Authority in favour of the Promoter granting permission for construction of the Sale Bldg. on the Said Property and upon the terms and conditions more particularly set out thereunder;
- II. Commencement Certificate dated 01<sup>st</sup> November, 2021 bearing Reference No. RS/PVT/0039/20060417/AP/S ("CC") issued by the Slum Rehabilitation Authority in favour of the Promoter for commencement of the construction of the free sale component being Sale Bldg. The said Commencement Certificate is granted for work upto Plinth level;
- K. The Promoter is entitled and enjoined upon to construct buildings on the Property in accordance with the recitals hereinabove. Pursuant to the above, the Promoter is in possession of the Project Land (as defined hereinafter);
- L. The Promoter has proposed to construct on the Property a Rehabilitation Building by consuming maximum FSI 10,477.39 square metres (hereinafter referred to as "the Rehab Area") and a free sale building by consuming maximum FSI 14,598.66 square metres, (hereinafter referred to as "the Free Sale Area") as approved under the aforesaid LOI.
- M. The Promoter is accordingly developing the Free Sale Area on the Property by constructing on a portion of the Property, admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts, more particularly described in the Fourth Schedule hereunder written and shown surrounded by red colour boundary line on the plan hereto marked and annexed as **Annexure "B"**, hereinafter referred to as the "Project Land" a Residential building to be known as "SHREEJI SKY RISE TOWERS" comprising of

2 basement, Ground Floor, 8 Podium 60 upper floors shall be hereinafter to as the "Project";

- N. The Promoter has appointed Mr. Santosh Zhirmute of Archview Associates (registered with the Council of Architects) as architects and Mr. Nikhil Sanghvi of M/s SACPL as RCC consultants for the preparation of the structural designs and drawings of the building and the Promoter accepts the professional supervision of the architect and the structural engineers till the completion of the building;
- O. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under no. \_\_\_\_\_ and an authenticated copy of the Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority is annexed hereto as **Annexure "C"**;
- P. The Promoter has offered to sell to the Allottee/s and the Allottee/s has/have agreed to purchase an apartment number \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs. carpet area on the \_\_\_\_\_ floor of the Project i.e. the free sale building called "SHREEJI SKY RISE TOWERS" (hereinafter referred to as the "Building") being constructed in the Project, by the Promoter (hereinafter referred to as the "Apartment" and more particularly described in the Fifth Schedule hereunder written) together with proportionate undivided interest in the common areas and facilities therein (which common areas and facilities are more particularly described in the Sixth Schedule hereunder written);
- Q. The carpet area of the Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment;
- R. Upon demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect Mr. Santosh Zhirmute of M/s Archview Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "the RERA");
- S. The authenticated copy of the Certificate of Title issued by Advocate Miss, Ankita Jasani, showing the nature of the title to the Project Land has been annexed hereto and marked as **Annexure "D"**;

- T. The authenticated copy of the layout plan as approved by Slum Rehabilitation Authority and as per which the Promoter proposes to construct the Building and open spaces has been annexed hereto and marked as **Annexure “E”**;
- U. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “F”**;
- V. The Promoter has obtained the Intimation of Approval (I.O.A) bearing Ref. No. RS/PVT/0039/20060417/AP/S dated 06<sup>th</sup> September 2021 issued by the Slum Rehabilitation Authority for construction a Sale Building, proposed to be named “SHREEJI SKY RISE TOWER”, after demolition of the existing structures by the Promoter, on the Project Land. The Commencement Certificate (CC) No. RS/PVT/0039/20060417/AP/S dated 01<sup>st</sup> November, 2021 has been granted by the Slum Rehabilitation Authority for the Building. Copies of the IOA, and CC have been annexed hereto and marked collectively as **Annexure “G”**. The Promoter shall obtain the balance approvals from various authorities from time to time;
- W. While sanctioning the various plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the Building in accordance with the said proposed plans;
- X. The promoter hereby declares that, in the future the promoter may be entitled to additional FSI plus fungible FSI and all advantages, benefits, profits and privileges that shall become available in respect of such additional FSI will be utilized in the construction of additional upper Floor in the Sale Building known as “SHREEJI SKY RISE TOWER” which means it may extend beyond 50 upper floors.
- Y. It is agreed that notwithstanding anything contrary to contained herein, the Promoter shall be entitled at any time amend and /or re-design the existing layout and/or to construct additional building/structures on the said Property and/or additional upper floors on said Building known as “SHREEJI SKY RISE TOWER” being constructed on the said Property, even after completion of said Building known as “SHREEJI SKY RISE TOWER” and land appurtenant thereto. 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, Government FSI or Fungible FSI and/or any other rights, benefits including floating rights which may be available in respect of the said Property and/or the said lands and/or any potential that may be available on account of the amendment in the D. C Rules or DCPR 2034 or F.S.I or otherwise or on account of floating rights and all other benefits and rights. 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/regulation 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. It is also agreed that in future the promoter is entitled to utilize the additional FSI to construct some sale units in Rehab bldg. in the said property. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the Promoter to construct the said Building and other structures (if any) on the said Property and/or additional floors on the said Building and to construct some sale unit in the Rehab bldg. being constructed on the said Property in the manner 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 ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith.

Z. 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;

AA. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter, the balance of the sale consideration in the manner hereinafter appearing;

BB. Under section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale of the Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment and the

garage/covered parking (if applicable) as provided hereinafter together with proportionate undivided interest in the common areas and facilities appurtenant to the Apartment.

**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 said Act.

**2. PLANS:**

2.1 The Promoter is well and sufficiently entitled to develop the Property described in the First, Second and Third Schedule hereunder written and is constructing thereon a rehab building and free sale building for residential cum commercial purpose in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority vide IOA dated 6<sup>th</sup> September 2021, Commencement Certificate dated 1<sup>st</sup> November 2021 for Sale building and such further plans as may be approved by the Slum Rehabilitation Authority and such other concerned authority, from time to time.

2.2 The Promoter shall *inter alia* construct the free Sale building known as “SHREEJI SKY RISE TOWER” (hereinafter referred to as “**the Building**”), on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s for variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2.3 It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as may ultimately be approved and/or amended and sanctioned by the Slum Rehabilitation Authority and/or other bodies and/or authorities concerned or such other alterations which may be made with the written consent of the two third of the allottees (other than the Promoter) of the various apartments in the Building.

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

1.1. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the Apartment as shown in the Floor Plan thereof hereto annexed and marked **Annexure "H"** for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Sixth Schedule hereunder written. The Allottee/s is/are aware and acknowledge/s that the carpet area of the said Apartment is likely to increase/decrease upon receipt of the Revised LOI and Revised IOA and that in case of increase in the Carpet area the consideration and stamp duty for the increased area of apartment shall be paid/ borne by the allottee.

1.2. The total aggregate consideration amount for the Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the "Total Consideration").

1.3 The Allottee/s has/have paid on or before execution of this Agreement, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the Total Consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner:-

- I. Amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 30% of the Total Consideration) to be paid to the Promoter after the execution of Agreement;
- II. Amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 45% of the Total Consideration) to be paid to the Promoter on completion of the Plinth of the Building or wing in which the 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, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in this Agreement;
- 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.

1.4. The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) or any other taxes and/or cesses which may be levied, in connection with the construction of and carrying out the Project, payable by the Promoter) up to the date of handing over the possession of the Apartment. Any and all taxes, including GST or stamp duty or any tax, levy or imposts etc. arising from sale or transfer of the Apartment to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone or reimbursed by the Allottee/s within 3 days of demand raised by the Promoter.

1.5 The Total Consideration 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 /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall endeavour, on a best effort basis, to enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1.6 The Promoter shall maintain a separate designated account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the society or association or limited company or a condominium, etc. of all allottee/s of apartments in the Building (hereinafter referred to as the said "Organisation") or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. Provided that the Promoter shall withdraw the amounts from the separate designated account, to cover the cost of the Project, in proportion to the percentage of completion of the Project:

1.7 Provided further that the amounts, from the separate designated account shall be withdrawn by the Promoter, after it is certified by an engineer, an architect and a

chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project.

1.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area (i.e. such carpet area as determined after receipt of the Revised LOI and Revised IOA), subject to a variation cap of 3% (three percent) or such other percentage as prescribed under RERA. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified herein below, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment schedule. For the purpose of this clause, the term "carpet area" shall have the same meaning as described in the Recital DD hereinabove.

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

#### **4. FIXTURES, FIT-OUTS AND FITTINGS.**

4.1. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the Building and the Apartment as are set out in **Annexure "I"**, annexed hereto.

4.2. It is specifically agreed by the Allottee/s that if any extra fittings, fixtures or amenities are required by the Allottee/s then the Allottee/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 Allottee/s.

4.3. It has been agreed between the Parties that, only on written request made by the Allottee/s to the Promoter, the Promoter may permit the Allottee/s to carry out interior works/ furniture and other fit out works in the Apartment for a temporary period prior to receipt of the Occupation Certificate subject to the such conditions as may be decided by the Promoter in accordance with the applicable law.

4.4. It has been agreed that certain amenities (if provided on the Project Land) like underground water tank may at the discretion of the Promoter, be shared by and between the holders of units in the said Building, constructed on the Project Land and the Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same.

## **5. BUILT IN AMINITIES**

5.1 The Promoter proposes to provide a club house, swimming pool, banquet hall , spa, salon, garden, jogging track, party lounge an business centre on a portion of the Project Land under development and/or the Project (hereinbefore and hereinafter collectively referred to as the "Built in Amenities"). The Built in Amenities shall be available to and enjoyed by the Allottee/s in common with all the other allottee/s and occupiers of the residential units of the Project. The operation and maintenance of the same may be handed over by the Promoter to a third party agency. The Built in Amenities shall be operational on the completion of the entire development of the Project Land as herein described. The Allottee/s shall not raise any issue in respect thereof. The Promoter shall decide the rules and guidelines in respect of usage of the Built in Amenities and additional charges (if any) to be charged in respect thereof to Allottees until the formation of the Organization.

## **6. CANCELLATION BY PURCHASER/S**

6.1. In the event, the Allottee/s desire/s to cancel the agreement for sale of the said apartment for any reason whatsoever (save and except if the Promoters fail to offer the possession of the said apartment in terms of and within the timelines agreed under this Agreement), then Promoters shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Total Consideration and the Allottee/s shall not be entitled to claim such amount paid by him/her/them to the Promoters. The Allottee/s shall also have to bear and pay to the Promoters, at the time of cancellation, the brokerage charges (if the said apartment is purchased through a broker) which brokerage shall have been already paid by the Promoters to the broker. The Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Total Consideration and/or interest and/or otherwise. It is agreed by and between the Parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoters from the Allottee/s till the time of such cancellation. The Promoters shall return the balance amount from the Total Consideration (if any) to the Allottee/s within 30 (thirty) days from the date of such cancellation.

## **7. EVENT OF DEFAULT AND CONSEQUENCES**

7.1. 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 Allottee's delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- II. If the Allottee/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, IOD, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc.;
- III. If the representation, declarations and/or warranties etc. made by the Allottee/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 Allottee/s is untrue or false;
- IV. If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- V. If the Allottee/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 or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.
- VII. If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/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 Allottee/s carries out any structural alteration and/or addition in respect of the said apartment and/or any part thereof;
- IX. If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said apartment or any part thereof.

7.2. On happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that the Promoters may have against the Allottee/s either under this Agreement, or in law or otherwise, give 30 (thirty) days notice to the Allottee/s to rectify/remedy such breach and within the notice period, the Allottee/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event, the Allottee/s fail/s to rectify/remedy the breach within the aforementioned notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Total Consideration along with brokerage charges (if any)

as and by way of agreed, genuine and pre-estimated liquidated damages and balance if any, shall be refunded to the Allottee/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said apartment to the new Allottee/s shall be of the Promoters and the Allottee/s shall have no claim against the same.

7.3. If for making payment of the Total Consideration the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said apartment then the same shall be subject to the consent and approval of the Promoters. In the event of the Allottee/s committing default of the payment of the instalments of the Total Consideration or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee/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 Allottee/s has/have cleared the mortgage/debt/charge, within 15 (fifteen) days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Allottee/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 Allottee/s from the balance amount standing to the credit of the Allottee/s with the Promoters (if any) towards the said apartment and (paid by him/her/them to the Promoters towards the Total Consideration) to the extent so as to clear the mortgage/debt/charge on the said apartment. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s (if any) with the Promoters towards the said apartment. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Allottee/s to pay the instalments of the Total Consideration as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the instalments of the consideration amount irrespective of the fact that the Allottee/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 Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the instalments of the Total Consideration on time and on the due dates on the basis that the Allottee/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 Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the instalments of the Total Consideration, the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard,

the Allottee/s shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.

7.4. Notwithstanding anything contrary contained herein, in case the Allottee/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or instalments 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 Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 6.2 from the Total Consideration and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/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.

7.5. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another and other the rights and/or remedies available to the Promoters under applicable law.

## **8. ORGANISATION AND TRANSFER**

**8.1.** The Promoters, in accordance with the said Act and RERA Rules and at the cost and expenses of the purchaser/s of the units of the said building, 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 the said building to be known by such names as the Promoters may decide. (Hereinafter shall be referred to as the **Organisation**).

8.2. The Allottee/s, along with other Allottees of the said building, shall join in forming and registering the Residential Organisation and for this purpose also from time to time, the Allottee/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of their Organisation and for becoming a member thereof, including the bye-laws of their Organisation and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the Organisation. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws of the Organisation, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

8.3. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units and unallotted parking spaces in the said building 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 as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s nor the Organisation shall object to or dispute the same. On Promoters intimating to the Organisation, the name or names of the allottee/s of such unsold units and parking spaces, the Organisation 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 13 below. It is further clarified that for sale of such units and allotment of such car parking spaces, the Promoters shall not be liable to take any permission/consent of the Organisation.

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

8.5. The Promoter shall, within three months from the date of issuance of the occupancy certificate in respect of the Building or within one month from the registration of Organisation, as aforesaid, whichever is earlier, cause/enable the transfer to such Organisation, of all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the Apartment is situated, vide a registered deed of conveyance.

8.6. If for any reason, prior to the completion of the Building and the disposal of all apartments, car parking spaces and other premises therein and the receipt by the Promoter of the total consideration of money receivable by them, a deed of conveyance is executed in favour of the Organisation, then in that event the Promoter shall continue to have the right to construct and complete the Building and dispose of unsold premises / apartments therein and/or to make additional constructions on the Project Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the Project Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.

8.7. The Allottee/s hereby agree/s, confirms and covenants that, the Allottee/s shall at no time demand partition of the said building and/or the said Property and/or his/her/their interest, if any, therein and the same shall never be partitioned.

8.8. The Promoters shall be entitled, but not obliged to, join as a member of the Organisation in respect of unsold units, if any, in the said Project.

8.9. The Promoters shall sell / allot all units and parking spaces intended to be constructed on the said Property with a view that, ultimately all the allottees of units, in the Building shall be admitted to the Organisation 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 units and unallotted car parking spaces separately and independently and the purchasers/allottees of all the such units and car parking spaces in the Building shall be admitted to the Organisation.

8.10. Post execution of the Organisation, the Organisation shall be responsible for the operation and management and/or supervision of the said Property and the said building, 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.

## **9. POSSESSION DATE, DELAYS AND TERMINATION**

9.1. The Promoters shall offer possession of the said apartment to the Purchaser/s on or before the date 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 apartment to the Purchaser/s, if the completion of the said Project is delayed on account of:

- I. war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the said Project;
- II. any force majeure event;
- 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, 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 competent authority and/or any other concerned authorities.

9.2. If the Promoters fail(s) to abide by the time schedule for completing the said Project and for offering possession of the said apartment to the Allottee/s on or before Possession Date (save and except for the reasons as stated in Clause 7.1), then the Allottee/s shall be entitled to either of the following:

- I. call upon the Promoters by giving a written notice (“**Interest Notice**”), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Total Consideration paid by the Allottee/s. The interest shall be paid by the Promoters to the Allottee/s till the date of offering possession of the said apartment by the Promoters to the Allottee/s;

OR

- II. the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoters (“**Termination Notice**”). On the receipt of the Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Allottee shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Promoters shall refund to the Allottee/s the amounts already received by the Promoters under this Agreement with interest at the Interest Rate. On Allottee/s issuing Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said apartment and the Promoters shall be entitled to deal with and/or dispose off the same in the manner it deems fit and proper.

9.3. In case if the Allottee/s elects his/her/their remedy under sub-clause 7.2 **Error! Reference source not found.** above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.2 (ii) above.

9.4. The Allottee/s agrees that the remedies mentioned in clause 7.2(i) read with clause 7.2(ii) above constitute the Allottee/s’ sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoters for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

9.5. The Allottee/s agrees and confirms that the said Parking Space/s allotted to him/her/them shall stand automatically cancelled in the event of cancellation, termination (including voluntary termination), surrender, relinquishment, resumption, re-possession etc. of the said apartment.

## **10. PROCEDURE FOR TAKING POSSESSION**

10.1. Upon receipt of the Occupation Certificate in respect of the said apartment and the Allottee/s making timely payment of the instalments of the Total Consideration along with all the other amounts due and payable by the Allottee/s to the Promoters including but not limited to the amounts mentioned in Clause 13 hereunder, the Promoters shall offer possession of the said apartment to the Allottee/s in writing ("**Possession Notice**"),

10.2. The Allottee/s shall take possession of the said apartment 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 Allottee/s take possession of the said apartment or the date of expiry of the Possession Notice, whichever is earlier shall be deemed to be the "**Date of Possession**".

10.3. Irrespective of whether the Allottee/s take/s or fails to take possession of the said apartment within the time provided herein above, the Allottee/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 Apartment, as applicable and as shall be decided by the Promoters and all obligations of the Allottee/s effective from the date when the Allottee/s take possession of the said apartment, shall be deemed to be effective from the Date of Possession.

## **11. MAINTENANCE AND OUTGOINGS**

11.1. From the Date of Possession, the Allottee/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the said Property and the said Project including *inter-alia* local taxes and other indirect taxes of every nature excluding property tax, betterment charges, 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 the said Property and the said Project (hereinafter collectively referred to as "**Maintenance and Outgoings**").

11.2. Until Organisation is formed and the said property/ said project Building or wings is transferred to it, the Allottee/s shall pay to the Promoters his / her / theirs

proportionate share of Property Tax and Maintenance and Outgoings as may be determined by the Promoters from time to time, at its sole discretion. At the time of handing over possession of the said apartment, the Allottee/s shall pay to the Promoters the sum as mentioned in Clause 13 by way of deposit towards payment of his/her/theirs proportionate share of Property Tax and Maintenance and Outgoings. The amounts so deposited by the Allottee/s with the Promoters shall not carry any interest and remain with Promoters until the execution or the formation of the Organisation. Upon execution of the Organisation as aforesaid, the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organisation.

## **12. PROPERTY TAX**

11.1 In addition to the Total Consideration, Maintenance and Outgoings and the other charges specified hereunder, the Allottee/s shall all be liable to pay to the Promoters or their Organisation, his / her / their / its proportionate share of the property tax payable in respect of the said Property /said Project ("**Property Tax**").

11.2 It is clarified that the proportionate share of the Property Tax payable by the allottees of the units shall be calculated at the rate at which the municipal authorities calculate property tax payable for residential properties.

11.3 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 Allottee/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.

## **12. USAGE**

12.1. The Allottee/s shall use the said apartment only for residential / commercial 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.

## **13. OTHER CHARGES**

13.1. As part of the transaction contemplated herein, the Allottee/s shall, simultaneously with Promoters offering possession of the said apartment, pay to / deposit with the Promoters, inter alia, the following amounts over and above the Total

Consideration and all other amounts payable by the Allottee/s under this Agreement or otherwise.

Sr.	Particulars	Amount (Rs.)
1.	Legal Charges	Rs /-
2.	Share Money, application	Rs
3.	Charges for formation and Registration of Organisation	Rs _____/-
4.	Deposit towards water, electricity, and other utility and services connection charges	Rs _____/-
5.	Development Charges	Rs
6.	Corpus Fund	Rs
7.	Advance payment of Maintenance and Outgoings payable to the Organisation for ____ months	Rs _____/-
8.	Advance payment of Property Tax for ____ months.	Rs _____/-
9	Membership fees of Built in Aminiteis	Rs

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 Apartment and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

#### **14. COVENANT AND REPRESENTATION OF THE ALLOTTEE/S**

14.1. The Allottee/s by himself/herself/themselves with intention to bind all persons into whose hands the said Apartment and/or its rights, entitlements and obligations

under this Agreement, may come, hereby covenant/s with the Promoters as follows:

- I. To maintain the apartment at the Allottee'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 apartment and/or the said Project and/or 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 said Building and / or to the apartment itself or any part thereof without the consent of the local authorities and the Promoters or the Organisation, as the case maybe. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/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 apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said building 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 said building and in case any damage is caused to the said building on account of negligence or default of the Allottee/s in this behalf, the Allottee/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 apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said apartment 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 apartment 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 apartment or any part thereof and keep the portion, sewers, drains, pipes in the apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Project.
- V. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building and not cover/enclose the planters and service ducts or any of the projections from the said apartment, 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 apartment

without the prior written permission of the Promoters or the Organisation, as the case maybe, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the F.S.I potential of the said Project.

- VI. Not to affix any fixtures or grills on the exterior of said building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said apartment. The standard design for the same shall be obtained by the Allottee/s from the Promoters and the Allottee/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 said Property / said building 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 12 above and pay within 7 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said 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 Allottee's right, interest or benefit under this Agreement and / or let, sub let, 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 apartment until the Total Consideration, Property Tax, Maintenance and Outgoings and all other amounts payable by the Allottee/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 Allottee/s is/are desirous of transferring the said apartment and/or his / her / their rights under this Agreement prior to making such full and final payment, then, the
- XI. Purchaser/s shall be entitled to effectuate such transfer only with the prior written consent of the Promoters / Organisation. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.

- XII. Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organisation, for the purpose of maintenance and up-keep of the said Project and in connection with any interior / civil works that the Purchaser/s may carry out in the said apartment.
- XIII. Shall not violate and shall observe and perform all the rules and regulations which the Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the said apartment and shall pay and contribute regularly and punctually towards the Property Tax and Maintenance and Outgoings in accordance with the terms of this Agreement.
- XIV. Shall not do or permit or suffer to be done anything in or upon the said apartment or any part of the said building 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 Allottee/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 said building and the Allottee/s shall not hold the Promoters so liable;
- XV. 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 Apartment or in or on the common stairways, refuge areas, corridors and passageways in and of the said building.
- XVI. 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 apartment and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Apartment 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 Allottee/s and also to recover costs

incurred for such demolition and reinstatement of the said Apartment to its original state.

- XVII. Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common areas and amenities of the said building, such as passage, lobby, stair case and / or any part of the said Project.

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 Allottee/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

14.2. In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the said Apartment 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 Apartment into the compound or the refuge floor or any portion of the said Property / said building. If the allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/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 Apartment, said building 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 Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/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 Apartment and/or the said building nor litter or permit any littering in the common areas in or around the said Apartment and/or the said building and at the Allottee'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 Apartment to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities. If the

Allottee/s or members of his/her/their family or any servant or guest of the Allottee/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 Allottee/s anything which may or is likely to endanger or damage the said Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action.
- V. Shall not display at any place in the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said building or the common areas and amenities therein or in any other place or on the window, doors and corridors of the said building.
- VI. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the said Apartment 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 Allottee/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 Promoter.

## **15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

15.1 The Promoters hereby represent and warrant to the Allottee/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 the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Project;

- II. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the same;
- III. There are no encumbrances upon the Project except those disclosed to the Allottee/s;
- IV. There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Allottee/s;
- V. All approvals, licenses and permits issued by the competent authorities with respect to the 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 said Project;
- 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 Organisation Lease/ Conveyance deed, the Promoters shall handover lawful possession of the said building and the said Property to the Organisation;

## **16. ENTRY IN THE SAID APARTMENT**

16.1. 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 Apartment 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 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 said Project 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..

## **17. DEFECT LIABILITY**

17.1. If within a period of 5 (five) years from the Date of Possession, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said apartment or the said

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 Allottee/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 wilful default and/or negligence of the Allottee/s and/or any other Allottee in the said Project and/or by reasons directly and/or indirectly attributable to the Allottee/s and/or other allottees in the said Project.

## **18. MAINTENANCE CONTRACT**

18.1. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Project. Such decision shall be final and binding on the Allottee/s until the execution of the Conveyance. Thereafter, the Organisation will undertake the maintenance of the of the said building, in the manner as it was handed over save and except normal wear and tear and the Organisation shall create and maintain a sinking fund for the purpose of such maintenance.

## **19. HOARDINGS AND SIGN BOARDS**

19.1 It is expressly agreed that the Promoters shall have an irrevocable right and be entitled to put a hoarding on the said Project or any parts of 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 construction or erection for installation either on the exterior of the said building and further the Promoters shall be entitled to use and allow third parties to use any part of the said building for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Allottee/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 Allottee/s / Organisation 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.

## **20. TRANSFER**

The Allottee/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 apartment or dispose of or alienate otherwise howsoever, the said apartment and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Total Consideration and all other amounts payable by the Allottee/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the said apartment and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Promoters or the Organisation, 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.

## **21. MORTGAGE**

21.1. The Allottee/s hereby grant/s his/her/their irrevocable consent to the Promoters mortgaging the said Project, to enable the Promoters to augment the funds for the development of the said Project. The Promoters shall clear the mortgage debt in respect of (i) the said Project in all respects before the execution of the Conveyance.

21.2. 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 apartment or creating any charge or lien on the said apartment and notwithstanding the mortgages/charges/lien of or on the said apartment, the Promoters shall have first and exclusive charge on the said apartment and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to Promoters under this Agreement or otherwise.

## **22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND SUBSEQUENT ALLOTTEE(S)**

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

## **22. ENTIRE AGREEMENT**

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.

## **23. WAIVER**

23.1 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.

23.2 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 Allottee/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.

#### **24. SEVERABILITY**

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.

#### **25. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in the said Project, the same shall be in proportion to the carpet area of the said apartment to the total carpet area of all the other premises/units/areas/spaces in the said Project.

#### **26. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### **27. PLACE OF EXECUTION AND REGISTRATION**

27.1 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 Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/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.

27.2 The Allottee/s and Promoters 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 Allottee/s will attend such office and admit execution thereof.

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

## **28. INDEMNITY**

The Allottee/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 Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

## **29. NOTICE**

29.1 All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/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.

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

- I. if personally delivered, at the time of delivery;
- II. if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

## **30. PAN**

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

- (i) Promoters PAN \_\_\_\_\_

(ii) Allottee/s PAN \_\_\_\_\_

### **31. DISPUTE RESOLUTION**

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

### **32. GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance 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.

### **33. LEGAL ADVICE**

The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Project and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after obtaining necessary legal advice and being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

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

### **First Schedule**

#### **Description of First Property**

ALL THAT piece or parcel of land or ground with messuages, tenements or dwelling house/s standing thereon, situate, lying and being at Village Poinzur, 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.

### **Second Schedule**

#### **Description of Second Property**

ALL THAT piece or parcel of land or ground with messuages, tenements or dwelling house/s standing thereon , situate , lying and being al Village Poinsur - Kandivali , Taluka Borivali , Swami Vivekanand Road , Kandivali ( west ) , Mumbai - 400 067 , Mumbai Suburban District alongwith 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

### **Third Schedule**

#### **Description of Third Property**

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

### **Fourth Schedule**

#### **Description of the Project Land**

All that piece and parcel of land admeasuring square metres or thereabouts in the Village of Poisar, Taluka Borivali bearing CTS Number 300 A, 300 B (Pt), 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 Bungalows.

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.

### **Fifth Schedule**

#### **Description of the Apartment**

Flat bearing no. \_\_\_\_\_ currently admeasuring \_\_\_\_\_ square meters carpet area equivalent to \_\_\_\_\_ square feet carpet area on the \_\_\_\_\_ floor 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.

### **Sixth Schedule**

(Description of the common area and facilities)

#### **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. Rain Water Harvesting
10. Sewerage Treatment Plant
11. Sophisticated fire alarm systems on every floor with provision of fire fighting systems.
12. Club house
13. Swimming pool
14. Banquet hall
15. Spa
16. Salon
17. Garden
18. Jogging track
19. Party lounge

20. Business centre

Part II

(List of General Amenities)

1. Intercom & Video Door Bell
2. Vitrified Flooring
3. Automized Locks Main Door

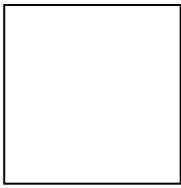
SIGNED AND DELIVERED )

By the within named "Promoter" )

M/S SHREEJI CONSTRUCTION )

Through its Partner's )

1) Mehul P. Sanghvi )

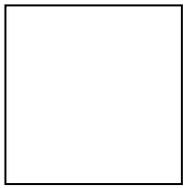


in the presence of..... )

SIGNED AND DELIVERED )

by the within named "Allottee/s" )

1) Mr. \_\_\_\_\_ )



)

)

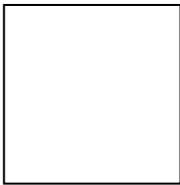
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)

\_\_\_\_\_

2) Mrs. \_\_\_\_\_

)



)

)

)

\_\_\_\_\_

in the presence of..

Housiey.com

RECEIPT

RECEIVED from Mr. \_\_\_\_\_ & Mrs. \_\_\_\_\_, the Allottee/s above named, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) by below mentioned Cheques, towards advance payment or application fee as provided for hereinabove.

DATE	CHQ No.	BANK	AMOUNT
	<b>TOTAL</b>		

For Shreeji Construction

(Authorised Signatory)

Witness:

- 1.
- 2.