SHREEJI
CONSTRUCTION
Building Bonds Of Trust

1st floor, Shreeji Atlantis,
Gautam Buddha Marg,
Orlem, Malad (W), Mumbai.- 400 064

installation/application.

v. The Allottee/s has satisfied himself/herself with respect to the design and materials for construction on the said Property as intimated in the brochure/allotment letter. The brochure/allotment letter is only indicative and for the purpose of design, materials, amenities and facilities this Agreement shall be final.

w. The Allottee/s shall be permitted/allowed to commence interim works in the said flat only upon obtaining the Occupation Certificate/ Part Occupation Certificate till the floor wherein the said flat is situated and after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement after execution of necessary documents including the Undertaking, Indemnity etc. as may be required by the Promoter. The Allottee/s shall not directly and/or indirectly occupy the said flat until the Occupation Certificate from the Appropriate Authority is issued.

x. The Allottee/s hereby agrees and declares that he/she shall submit full-fledged drawings with all specifications before starting interior work of the said flat and approval/NOC shall be obtained from the Promoter/Society. The Allottee/s prior commencing the interior works deposit certain amount as a security deposit, such amounts as may be intimated by the Promoter/Society at the relevant time for carrying our interior work in the said flat and to ensure that there is no damage to the exterior of the said flat or any damage to any part of the Real

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Estate Project, Amenities etc. whatsoever (**"Fit Out Deposit"**). The Fit-Out Deposit shall be forfeited in the event of non-compliance by the Allottee/s with any of the terms and conditions as stated herein and/or in the Promoter' NOC and/or any other documents and/or writings executed by and between the Parties hereto with respect thereof. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event, the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said flat or to the structure, façade and/or elevation of the said New Building/s or any part of thereof, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute and restore the said flat to its original condition at the Allottees' costs and expenses.

y. Notwithstanding the other provisions of this Agreement, the Allottee/s hereby confirms that the Promoter shall at their option be fully entitled to nominate any one or more persons including itself or any of its subsidiaries to manage the operation and maintenance of the Real Estate Project to be constructed on the Said Property, common amenities, common areas, facilities and infrastructure on the Said Property after the completion of the development of the Said Property. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred/to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by all the Occupants/Allottee/s on a pro rata basis. Such charges may vary and the Allottee/s agrees that it shall neither raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the Real Estate Project nor directly and/or indirectly dispute the payment agreed by the Promoter to be payable to the Facility Management Agency towards the maintenance charges determined by such agency. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottees' share of the service charges that may become payable, from time to time. The Allottee/s is/are aware that the Promoter is/are not in the business of providing services proposed to be provided by the Facility Management Agency. The parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

z. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the

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	obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said flat, in case of a transfer, as the obligations go along with the said flat for all intents and purposes.
35	The Allottee/s shall be entitled to avail loan from a Bank/Financial Institution and to mortgage the said flat by way of security for repayment of the said loan to such Bank/Financial Institution, with the prior written consent of the Promoter. The Promoter shall permit and issue its no objection letter to the Allottee/s to enable him/her at his/her sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said flat. The Promoter shall, however be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement.
36	The Allottee/s shall be entitled to avail loan from a Bank/Financial Institution and to mortgage the said flat by way of security for repayment of the said loan to such Bank/Financial Institution, with the prior written consent of the Promoter. The Promoter shall permit and issue its no objection letter to the Allottee/s to enable him/her at his/her sole risk, costs and expenses to obtain loans from the Banks and/or the Financial

	Institutions by mortgaging the said flat. The Promoter shall, however be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement.
37	All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said flat, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge on the said flat until all the amounts including the Sale Consideration, taxes and other charges and amounts payable in respect of the said flat have not been paid and the Allottee/s has/have no objection and hereby waives to raise any objection in that regard.
38	The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale

	Consideration and other balance amounts payable by the Allottee/s under this Agreement.
39	The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge on the said flat towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee/s hereby further indemnifies and shall keep indemnified the Promoter, its partners, agents, executives and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee/s under this Agreement for which the Allottee/s shall be solely liable and responsible.
40	The Promoters shall in respect of any amount/s remaining unpaid by the Allottee/s under this Agreement shall have first charge and lien on the said Flat agreed to be allotted and sold to the Allottee/s under this Agreement, without the prejudice to any

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	other rights and remedies available to the Promoters for recovery of outstanding dues from the Allottee/s and/or against the said Flat.
41	In the event of any enforcement of security/mortgage by the Bank/ Financial Institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law till the extent the title and provided interest of the Promoter is not jeopardize in any manner.
42	After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the said flat. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said flat in favour of the Bank/Financial Institution and hereinafter referred to as "Mortgagee Bank/Financial Institution" without affecting the said flat, the Promoter is at liberty to avail loans and financial facilities from the Banks/ Financial Institutions/NBFC or Private parties without any consent or permission or knowledge of the Allottee/s.

43	The Allottee/s hereby grant their approval for the mortgaging the unsold saleable area to the Bank/Financial Institution by the Promoter to enable the Promoter to augment the funds for development of the Project and/or said Property.
44	The Allottee/s shall have no claim of any nature whatsoever, save and except in respect of the said flat agreed to be sold to him/her/them hereunder by the Promoter. All open spaces, lobbies, terraces, parking area, and all other common areas and other premises will remain the property of the Promoter until all the units in the said New Building/s and all other buildings proposed to be constructed by the Promoter on the Larger Property are sold by the Promoter and the Society / Societies has/have been formed of the occupants of the said Buildings, as herein after mentioned.
45	Nothing contained in this Agreement shall confer upon the Allottee/s any right whatsoever into or upon the Larger Property and/or the said Property and/or any other further clubbed properties or the in the said New Building or any part thereof or any other buildings proposed to be constructed by the Promoter on the Larger Property. The Allottee/s shall have no say of any nature whatsoever in the redevelopment of the Larger Property and the Allottee/s hereby undertake not to raise any objection of any nature whatsoever in respect of the redevelopment of the

	Larger Property carrying out by the Promoter herein and/or its sister concerns.
46	Nothing contained in this Agreement shall confer upon the Allottee/s any right whatsoever into or upon the Larger Property and/or the said Property and/or any other further clubbed properties or the in the said New Building or any part thereof or any other buildings proposed to be constructed by the Promoter on the Larger Property. The Allottee/s shall have no say of any nature whatsoever in the redevelopment of the Larger Property and the Allottee/s hereby undertake not to raise any objection of any nature whatsoever in respect of the redevelopment of the Larger Property carrying out by the Promoter herein and/or its sister concerns.
47	All out of pocket costs, charges and expenses and incidental to this Agreement; Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies shall be borne and paid by the Allottee/s alone. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty, Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Allottee/s alone.
48	At the time of registration of Conveyance of the structure of the said New Building/s or wing of the said New Building/s, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp

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	duty and registration charges payable, by the said Society or Limited Company or any other body of the said Premises' Purchasers in the Real Estate Project on such conveyance or any document or instrument of transfer in respect of the structure of the said New Building/s.
51	No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the all parties herein. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. A waiver does not act as a waiver of any provision or breach on any other occasion.
52	This Agreement, together with all Agreements and documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.
53	No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initiated by the both the Parties.

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54	This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 ("RERA"), MOFA and the rules, regulations, office orders, circulars made thereunder and as also subject to all other applicable laws.
55	If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Sr.no	Particulars	Percentage of work
1	Earnest Money	10%
2	On Obtaining CC	10%
3	completion of Plinth	20%
4	On Completion of 1st Structural Slab	2%
5	On Completion of 2nd & 3rd Structural Slab	2%
6	On Completion of 4th Structural Slab	2%
7	On Completion of 5th, 6th & 7th Structural Slab	3%
8	On Completion of 8th, 9th & 10th Structural Slab	3%

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		9	Internal walls, (BLOCK WORK) Wooden Doors frame of particular floor	4%	
		10	Gypsum & Internal Plaster of particular floor	3%	
		11	On Completion of 11th, 12th, 13th& 14th Structural Slab	4%	
		12	On Completion of 15th, 16th, 17th& 18th Structural Slab	4%	
		13	Kitchen Platfrom, Electrical concealed of particular floor	2%	
		14	Internal Plumbing concealed (inside flat) waterproofing of particular floor	2%	
		15	Dado tiles & Flooring of particular floor	3%	
		16	On Completion of 19th, 20th & 21st Structural Slab	3%	
		17	On completion of Elevation/ EX Painting	5%	
		18	On completion of Lift installation	5%	
		19	On completion of internal finishing work	5%	
		20	Staircase,Lift lobby , OH Tank & Fire Fighting, UG Tank & Compound wall, Entrance lobby	3%	
		21	On Possession	5%	
			TOTAL	**100%**	

For

SHREEJI CONSTRUCTION

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Partner

Date: 20/01/2025

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