

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai this _____ day of _____, 2024.

BETWEEN

M/S. SHREEJI CONSTRUCTION, (Pan No: ACKFS5615D), a Partnership firm duly registered under the Indian Partnership Act, 1932 bearing registration no. **MU000004093** represented through its authorized partners **MR. NIMESH UTTAMBHAI DESAI & MR. BHUSHAN KHANDERAO PATIL**, having their registered address at office at 1st Floor, Shreeji Atlantis, Gautam Buddha Marg, Orlem, Malad West, Mumbai 400064 hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being constituting the Firm, survivors or any of them and the successors, heirs, executors and assigns of such last surviving Partner) of the **ONE PART**;

AND

_____ (PAN: _____, AADHAR: _____) **and** _____, (PAN: _____, AADHAR: _____), both/ residing at _____

_____ hereinafter referred to as "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**

WHEREAS:

A. The Jan Vikas Co-operative Housing Society Ltd., ("hereinafter referred to as "**said Society**") registered under the provisions of Maharashtra Co-operative Societies Act, 1960 having registration no.

MUM/WP/HSG/TC/14714/2009-10, dated 29th January 2010, is absolutely seized, possessed of and otherwise well sufficiently entitled to all that pieces and parcel of land bearing Survey no. 31, Hissa no. 3, corresponding to CTS no. 383/E in aggregate admeasuring 1698.70 (One Thousand Six Hundred and Ninety Eight point Seventy) square meters (*as per the PR Card*) which is lying and being situated at Sunder Lane, Off Marve Road, Orlem, Malad (West), Mumbai - 400 064 at Village Valnai, Taluka Borivali in the Registration District and Sub-District of Bombay City and Bombay Suburban, (hereinafter is referred as the “**said Land**”) along with a building standing thereon comprising of 5 (five) wings namely Wing ‘A’, ‘B’, ‘C’, ‘D’, and ‘E’ consisting of Ground plus 4 (four) upper floors consisting of 13 (Thirteen) commercial premises and 79 (Seventy Nine) residential flats known as ‘Jan Vikas Co-operative Housing Society’ , (hereinafter referred to as “**said Old Building**”). The said Land and the said Old Building shall jointly be referred to as the “**said Property**”. The Property is more particularly demarcated in the red colour boundary line on the plan, a copy of the plan is marked and annexed herewith as **Annexure “_”** and is more particularly described in **Schedule-I** herein under written..

B. Narottam Damodar Chad was the owner of the said Land i.e. all that piece and parcel of land bearing Survey No. 31, Hissa No. 3 corresponding to CTS No. 383/E lying and situated at Village: Valnai, Taluka: Borivali in the registration district and sub-district of Mumbai Suburban. Narottam Damodar Chad had agreed to sale the said Land to one Mr. Rajendra Ambalal Javeri vide Agreement dated 25th May 1978. Rajendra Ambalal Javeri had decided to develop the said Land by constructing buildings on the said Land consisting of various residential flats and commercial shops with view to sell the same on ownership basis to various purchasers. Rajendra Ambalal Javeri constructed 5 buildings i.e. said Old Buildings on the said Land comprising of 79 flats and 13 shops as per the plans and

specifications approved by the Municipal Corporation of Greater Mumbai.

- C. Rajendra Ambalal Javeri sold some of the units to Jan Vikas Mandal Damji Premji and Co. for the benefits of weaker section by Package Deal Agreement dated 19th July 1978. Other units on the said Old Building were sold to different purchasers and his two sons Mr. Ketan Rajendra Javeri and Mr. Nishit Rajendra Javeri and one daughter Vaishali Jigesh Shah for suitable consideration under Maharashtra Ownership Flats Act, 1963. All purchasers of the said Old Buildings were put in the vacant and peaceful possession of their respective premises after receiving the agreed consideration.
- D. The Purchaser of the Flats/Shops occupying the said Old Buildings formed a housing society under the name and style of Jan Vikas Co-operative Housing Society Limited as per the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration No. MUM/W-P/HSG/(TC)/14714/2009-2010 having registered address at Sunder Lane, Off Marve Road, Orlem, Malad (West), Mumbai: 400064. The copy of the Societies registration certificate is annexed hereto as **Annexure “_”**.
- E. The Erstwhile owners of the said Land failed to convey the said Land in favour of the Society as per the provisions of Maharashtra Ownership Flat Act, 1963. The Society therefore filed an Application no. 83 of 2013 before the Competent Authority i.e. District Deputy Registrar, Co-operative Societies for obtaining Deemed Conveyance in respect of the said Land in accordance with Section 11 of the Maharashtra Ownership Flat Act. The Competent Authority i.e. District Deputy Registrar, Co-operative Societies was pleased to pass an order dated 07th October 2014 thereby issued the certificate of Deemed Conveyance of the said property in favour of the Society herein. As per the order dated 07th October 2014, Deed of Unilateral Conveyance dated 17th August 2020, duly executed, and registered

with the Joint Sub-Registrar at the office of Sub-Registrar of Assurances at Borivali 9, under serial no. BRL-9/4736 of 2020. Dr. Kishore Mande (the District Deputy Registrar, Co-operative Societies, Mumbai City (4) being the Competent Authority in exercise of the powers conferred to them under the section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 transferred, conveyed and assigned the said Property along with the benefits of Road Set Back and proportionate share in concern road in favour of 'Jan Vikas Co-operative Housing Society Limited' under the terms and conditions mentioned therein. (**"Indenture of Conveyance"**).

F. By and under the Deed of Rectification dated 24th March 2021, duly registered with the Joint Sub-Registrar at the office of Sub-Registrar of Assurances at Borivali-9 under serial no. BRL9-4443-2021, the error made in the Indenture of Conveyance was corrected whereby the Survey number mistakenly typed as '34' was corrected to Survey number '31'. As such the said Property conveyed to Jan Vikas Co-operative Housing Society Limited by Dr. Kishore Mande (the District Deputy Registrar, Co-operative Societies, Mumbai City (4) i.e., the Competent Authority, was the part and parcel of land bearing Survey no. 31, Hissa no. 3, corresponding to CTS no. 383/E having area admeasuring 1698.70 sq. mtrs. along with the benefits of Road Set Back and proportionate share in concern road together with the said Old Building.

G. The said Old Buildings standing on the said Property were approximately more than 35 years old and required extensive repair and cost of undertaking such repairs, renovations and improvements was considerably high. Therefore, in 2014, the Society in its Special General Body Meeting held on 31st May, 2014 had discussed at length on the condition of the said Old Buildings, which was in a bad condition and requiring heavy repairs and/or reconstruction and it was decided by the Members of the Society to redevelop the Property

by demolishing the said Old Buildings and constructing new multi storied Building/s on the Property to accommodate the Members and the Purchaser(s) (“**New Building(s)**”) by utilizing the land floor space index (hereinafter referred to as "**FSI**"), Fungible FSI, Incentive FSI and Transferrable Development Rights (hereinafter referred to as “**TDR**”) relating to and arising out of the Land as per prevailing D. C. Regulations, 2034 (as defined hereunder).

H. Thereafter, at a Special General Body Meeting of the Society held on 31st July, 2022, the proposals received by the Society from various developers (including the Promoter herein) for the Proposed Redevelopment were considered and the proposal of the Promoter herein was shortlisted, vide its Special General Body Meeting dated 07th August 2022.

I. Accordingly, the Promoter herein, gave their final Offer vide their letter dated 12th August, 2022 (hereinafter referred to as the “**Final Offer**”) and the Society considering various aspects in detail, by virtue of its Special General Meeting dated 14th August, 2022, decided to select the Promoter herein to undertake the redevelopment of the Society.

J. As per their offer, the Promoter plans to redevelop the said Property in accordance with the Regulation 33(10) and 33(11) of DCPR 2034 and decided to club the scheme of the Society along with the CTS no. 1 (Part) & 2(Part), 263, 264, 265, 266 of Village: Valnai, Taluka: Borivali, Greater Mumbai in the Registration District and Sub District of Mumbai City and Suburban in Greater Mumbai, more particularly described in the Schedule-II herein under written, whereupon the Permanent Transit Camp (PTC) shall be constructed and hand over to the SRA.

K. In compliance with the said Circular, the Society applied to the Registrar of Co-operative Housing Societies for appointment of an

Authorized Officer to attend the Special General Body Meeting of the Society for selection of a Developer. In response thereto Mr. Dharmendra Shinde, Authorized Officer from the Office of the Dy. Registrar of Cooperative Societies, "P/N" Ward, Mumbai was deputed to witness the proceedings of the Special General Body Meeting.

L. Accordingly, a Special General Body Meeting was held on the 25th December, 2022 in presence of Mr. Dharmendra Shinde- Representative of Deputy Registrar P/N - Ward Mumbai, whereby the Final Offer was considered and accepted by majority present at the meeting. Accordingly, the Members so present by majority resolved to select the Promoter herein to carry out the Redevelopment work of the said Property on the terms and conditions, inter alia, comprising of those set out in the Final Offer.

M. The proceedings of the said Special General Body Meeting held on 25th December 2022 were recorded by video shooting and attendance thereof by Members and invitees was also duly recorded. The Society then submitted a copy of the Minutes of the said Special General Body Meeting together with the video recording thereof on a CD to the concerned Dy. Registrar, Co-operative Societies, P/N Ward at Kandivali, Mumbai and thereby completed compliance with all the requirements of the Directives issued by the Government of Maharashtra under Section 79A of the Maharashtra Cooperative Societies Act, 1960. A copy of the extract of the resolutions passed by the Society at the Special General Body Meeting held on 25th December 2022 accepting the Final Offer of the Developer is attached hereto and marked as **Annexure "___"**.

N. Thereafter, the Society by virtue of its letter dated 17th March, 2023 addressed to the Deputy Registrar of Co-operative Societies stated that the Society by majority resolved to select the Promoter herein in the presence of their representative Mr. Dharmendra Shinde and

requested them to issue the final permission letter/NOC for appointment of the Promoter herein authorizing it to undertake redevelopment of the said Property.

O. Consequently, the Learned Deputy Registrar of Co-operative Societies, Mr. Pratik Pokharkar, of Co-operative Societies, P Ward, vide his letter dated 20th March, 2023 also confirmed the selection of the Promoter for the development of the said Property. A copy of the said letter is marked and annexed hereto as **Annexure “__”**.

P. Thereafter, by and under a Development Agreement dated 29th April 2024 (“**the Development Agreement**”) made and entered into by and between the Promoter, said Society and its members, registered with the office of the Sub-Registrar of Assurances at Borivali-5 under serial no. BRL-7/9237 of 2024, the said Society therein granted unto the Promoter herein development rights to develop the said Property, at or for the consideration and on the terms and conditions recorded thereunder, under Regulation 33(10) and/or 33(11) of the Development Control and Promotion Regulation, 2034 (hereinafter referred to as “**DCPR 2034**”) by clubbing its redevelopment scheme with (i) all that piece and parcel of the land or ground bearing City Survey Nos. 1(part), 2(part), 263, 264, 265, 266, 267, 216(part) and 216/A/1 all of Village: Valnai, Taluka: Goregaon situated in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (particularly described in the Schedule II Schedule mentioned hereunder).

Q. Pursuant to the said Development Agreement dated 29th April 2024, the said Society has also executed a Power of Attorney dated 08th May 2024 duly registered with Sub-Registrar of Assurances at Borivali – 7 under Serial No. BRL-7/9889 of 2024 specifically empowering Mr. Nimesh Desai and Mr. Bhushan Patil of M/s. Shreeji Construction to carry out redevelopment of the said Property and to do and perform various acts, deeds, things and matters

including to apply for and obtain various orders, permissions, sanctions, IOD, CC, Occupation Certificate etc. from the Concerned Competent Authorities including Slum Rehabilitation Authority, M.C.G.M. and other Competent and Statutory Authorities so as to carry out and complete the re-development of the said Property.

R. The said Society granted to the Promoter (including its nominee, successors and assigns) the development rights and license and complete authority to enter upon the said Property for the purpose of carrying out its redevelopment (by clubbing the scheme with the redevelopment scheme of properties mentioned in Schedule II Schedule hereunder, respectively) as mutually agreed upon and further to carry out all such other incidental activities in respect thereto for the purpose of the redevelopment of the said Property by the Promoter as agreed therein and the Promoter hereby accept the exclusive, unfettered rights for carrying out the redevelopment of the said Property by demolishing the said old building/s and constructing thereupon a proposed new building/s on the said Property.

S. The said Society and its members had unanimously accepted the offers of the Promoter herein, and granted irrevocable, complete and exclusive development rights, permits and authorizes the Promoter herein to re-develop the existing old and dilapidated buildings and other surrounding area including boundary walls as a whole with a view to having all round development in respect of the said Property as per the development plan proposed by the Promoter by utilizing the extra and further FSI, Fungible FSI, Incentive FSI and TDR of any nature whatsoever arising out of the said Property and by purchasing and loading TDR/FSI from the open market and/or further exploiting the entire available balance FSI benefits as per the prevailing DCPR 2034 from the layout of the said Property, and construct new building/s thereon for housing the existing _____ tenements in such new building/s absolutely free of costs to the

extent of upon such terms and conditions and by providing such amenities in terms of the various offers given by the Promoter herein and selling the remaining Flats/Units/Premises being saleable components to the Purchasers outside.

T. The Promoter is proposing to develop the Said Property by constructing ____ building consisting of Stilt/Ground + ____ Amenities floor + ____ residential floors.

U. As recorded and provided in the Development Agreement, the Promoter herein had agreed to allot residential Premises to the existing members of the said Society. The Promoter are entitled to deal and dispose of remaining total Balance Area of construction as may be permissible from time to time. The Promoter without any further consent of the said Society and can freely deal with and dispose off the balance area to any incoming purchaser and can finalise the terms and condition as they may deem fit.

V. _____, by his Title Certificate dated _____ inter alia, certified that subject to the terms of the Development Agreement and POA, the Promoter' right, title and interest in respect of the said Property is free from all encumbrances, claims and demands.

W. The Promoter accordingly in terms of the Development Agreement have submitted proposals with the Competent Planning Authority being Slum Rehabilitation Authority ("**SRA**") in accordance with the Regulation 33(10) and/or 33(11) of DCPR 2034 to construct one building/s on the said Property.

X. The Promoter herein has appointed _____ as Architect (Licensed Surveyor) registered with Counsel of Architects as Architect and the said appointment is as per rules prescribed by the Counsel of Architects. The Promoter herein have also appointed

_____ as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoter have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the redevelopment project in all respect. The Promoter are entitled to appoint any other Licensed Architects/Surveyors and/or any other Structural Engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project.

- Y. The concerned Competent Authority i.e. SRA scrutinized/verified the said proposal and has sanctioned plans for construction on the said Property. By Letter of Intent bearing no. _____ dated _____ SRA has presently sanctioned FSI of ____ sq. mtrs. (Built up Area) in respect of the said Property. The SRA has already allowed the Promoter herein and its sister concern to utilize FSI to the tune of _____ sq. mtrs. for and in respect of various redevelopment project implemented on various properties bearing CTS No. _____ of Village: Valnai, Taluka: Goregaon, situated in the vicinity (hereinafter referred to as "**Larger Property**"). The Promoter in due course of construction and development and at any time hereinafter would apply for Revised Letter of Intent and as such sanction for further FSI may be permitted by SRA under DCPR 2034.
- Z. The Promoter has further specifically informed the Allottee/s that the Promoter shall also be entitled to load, consume and utilize the extra and further F.S.I., if any, granted/permitted by the SRA for construction on the said Property/Larger Property, whether by way of Fungible or compensatory F.S.I. or other FSI in any other name or nomenclature, including extra and further FSI, if any, that may hereafter be available under the Final Revised Development Plan and/or the amended Development Control Regulations for Greater Mumbai. Therefore, the Promoter is entitled to further amend the said plans, interalia, for the purpose of construction of extra and further floors and/or extra and further Wings, in the New

Building/s, if any, sanctioned by SRA, interalia, by loading, consuming and utilizing the said extra and further F.S.I., if any, as permitted by the SRA and will take permissions from SRA (and other concerned authorities) for amendments to the already approved plans and for issuance of further Intimations of Approval and issuance of further Commencement Certificate/s or revalidations of the existing Commencement Certificate/s in accordance with amended plans as may be approved at any time hereafter;

AA. On necessary applications being made through Architects _____ and plans being submitted for construction of _____ independent building/s on the said Property with SRA, SRA has issued Intimation of Approval (I.O.A) bearing No. _____ dated _____ for _____ building/s and issued Commencement Certificate (C.C.) dated _____ for _____ building and has granted No Objection to the proposed re-development to be carried out by the Promoter herein on the said Property and permitted re-construction and re-development on the said Property admeasuring 1698.70 sq. mts. by use all available FSI for construction work of _____ building/s comprising of ground plus _____ upper floor of buildings, as per the current prevailing Rules and Regulations.

BB. Copies of the said Certificate of Title, Intimation of Approval and Commencement Certificate and the approved plans of individual flats and such other documents are attached herewith as **Annexure “____”, “____” and “____”,** respectively; and the same shall be treated as integral part of this Agreement.

CC. The development of the said Property proposed as a “real estate project” by the Promoter herein has been registered as “real estate project” with Maharashtra Real Estate Regulatory Authority, under the provisions of Section 5 of The Real Estate (Regulation and Development) Act, 2016 read with the provisions of Maharashtra Real

Estate (Regulation and Development) and (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 ("**said Real Estate Project**"). The Authority has duly issued Certificate of Registration for the Real Estate Project bearing no. P51800076989 dated _____ and is hereinafter referred to as "**RERA Certificate**".

DD. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title by which the Promoter has acquired right, title and interest to develop; all the approvals and sanctions issued by relevant authorities for the development of the said Property/the said Real Estate Project; such other documents as are specified under RERA, Rules and Regulations made thereunder and all other documents as demanded by the Allottee/s.

EE. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advisors and Consultants. The Allottee/s has/have agreed and approved to the development of the said Property and has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules.

FF. The principal and material aspects of the development of the said Property as disclosed by the Promoter are briefly stated hereunder:

- i. The Promoter in accordance with the Regulation 30(10) and 33(11) have clubbed the scheme of redevelopment of the said Property with the other properties which are particularly mentioned in the Schedule II mentioned hereunder;
- ii. The properties described in Schedule II hereunder would comprising of mixture of users as may be permitted under the applicable law from time to time;

- iii. The Said Property will be comprising of ____ building with Stilt/Ground + ____ Amenities floor + ____ residential floors, and any additional extra and further residential floor(s) above the ____ floor, subject to necessary approvals from the relevant Competent Authorities.
- iv. As on date, the SRA has approved/sanctioned plans for ____ building up to _____. The concession plan for the entire project i.e. ____ buildings have been approved by the Competent Authority.
- v. Total FSI of _____ sq. mtrs. has been sanctioned for completion of construction and development of New Building/s on the said Property as per Letter of Intent dated _____.
- vi. Further extra and further FSI will be proposed to be consumed as per DCPR 2034;
- vii. The scheme and scale of development proposed to be carried out by the Promoter on the said Property is in accordance with applicable law as amended from time to time;
- viii. An underground water tank, rainwater harvesting, sewerage treatment plant shall form part of the Common Areas and Amenities of the Real Estate Project.
- ix. The Promoter shall have the right to display hoardings or boards bearing their name, 'Shreeji Construction,' and may also be permitted to display hoardings or boards for their affiliated or sister concerns, as deemed appropriate in any for including neon signs, letters, vinyl & sun boards on new proposed building/s on façade, terrace, compound wall or other part of the building/s as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

The above details along with the relevant permissions and approvals are available for inspect of the MAHA RERA Website i.e. <https://maharera.mahaonline.gov.in>

GG. The Promoter has in the operative part of this Agreement made complete disclosure to the relating to the said Real Estate Project, the Common Areas and Amenities which are to be provided along with the future building/s to be constructed and the internal Apartment amenities to be provided.

HH. Before entering into the present Agreement, Allottee/s has/have demanded inspection from the Promoter and Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property and other properties mentioned in the Schedule II including all the other documents mentioned in the recitals above and also the plans, designs and specification prepared by the Promoter, Architect and Title Certificate, Revenue Records and all other documents as specified under RERA Act and RERA Rules as amended up to date.

II. The Allottee/s after having investigated and being fully satisfied in respect of the title of the said Property and other properties mentioned in the Schedule II hereunder, has/have applied to the Promoter for allotment of Flat.

JJ. Flat no. _____ on ____ floor of in the Building known as “Shreeji _____” (hereinafter referred to as “**said flat**” more particularly described in the Schedule V hereunder) constructed by them together with right to use and occupy ____ mechanical puzzle parking spaces (“**said parking space**”) on the said Property. On the request of the Allottee/s, the Promoter has agreed to permit the Allottee/s to use and occupy the said parking space. The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee/s along with other Allottee/s are listed in the Schedule III hereunder written (“**Real Estate Project Amenities**”) and shall be completed/delivered with the completion of the Real Estate Project.

KK. The Promoter has offered the Flat no. ____ admeasuring _____ sq. fts. (RERA Carpet Area) on ____ floor in the building known as “Shreeji _____” constructed by them together with right to use and occupy ____ mechanical puzzle parking spaces on the said Property together with the amenities mentioned in the Schedule III, to the Allottee/s.

LL. The Carpet area as per RERA of the said flat is _____ sq. fts. and “carpet area” under RERA means the net usable floor area of any apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said flat.

MM. The Promoter in addition to Agreements being entered into with the members of the said Society are entering into separate Agreements with several persons for the sale of other saleable components in the building/s to be constructed by the Promoter on the said Property. Such Agreements will be in the form of this Agreement or with such variations or modifications or in such form (or under MOFA as applicable) or on such basis as the Promoter may deem fit.

NN. Pursuant to the aforesaid development rights vested in favour of the Promoter, the Promoter with the knowledge and approval of the said Society is entering into this Agreement to sell the Purchaser an Apartment/Flat/Shop/Unit/other premises from and out of the free sale area coming to the share of the Promoter at or for the price and on the terms and conditions.

OO. 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 said flat agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the

Promoter doth hereby admits and acknowledges) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner as mentioned in Schedule IV mentioned hereunder.

PP. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights of the Allottee/s hereunder granted in respect of the said flat, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off the right, title or interest in the Larger Property, and the building/s and structure/s thereon and/or on the clubbed properties (mentioned Schedule II) at their sole discretion and as they may deem fit and proper and in compliance with applicable law. The Allottee/s shall not interfere with the said rights of Promoter in any manner whatsoever.

QQ. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter herein hereby agree to sell and the Purchaser hereby agrees to purchase the said flat.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

RECITALS:

1. The aforesaid recitals shall form integral part of this Agreement.

DEVELOPMENT OF THE SAID PROPERTY:

2. The Promoter shall construct the Real Estate Project on the said Property more particularly mentioned in the Schedule I hereunder written comprising of the Floor Composition in accordance with the plans, designs and specifications as recited hereinabove, and as approved by the Sanctioning Authority from time to time.

3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the SRA at the time of sanctioning the Building Plan or thereafter and shall, before handing over possession of the said flat (as described above) to the Allottee/s, obtain from the SRA occupancy and/or Building Completion Certificates (as may be the case) in respect of the same.
4. The Promoter shall obtain prior approval in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the area of the said flat (as described above) of the Allottee/s except, any alteration or addition required by SRA, other Sanctioning Authority or any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee/s.
5. The Promoter hereby declare that the Floor Space Index available as on date in respect of the said Property and their intent and planning to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation ("DCPR, 2034") or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter have disclosed the Floor Space Index as proposed to be utilized by them on the said Property in the Real Estate Project and the Allottee/s has/have agreed to purchase the said flat based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION:

- 6.

- a. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said flat (along with the permission/right to occupy the said Car Parking Spaces) as more particularly described in the Schedule ____ hereunder written and shown in red hatched lines on the typical floor plan (**Annexure “__”** hereto) at and for the Sale Consideration.
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces / mechanical parking space/ garage bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x_____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs.....
- c. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment
7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said New Building/s is complete and the Occupation Certificate is granted by the SRA or any other Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3) per cent. The total price 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 forty-five days with annual interest at the rate specified in the RERA and the RERA Rules, 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 the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in this Agreement.

8. The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Consideration of the said flat and hereby agreed to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the agreed manner more particularly mentioned in the Third Schedule hereunder written. It is clarified that Sale Consideration shall be payable by the Allottee/s in the Project Bank Account more particularly mentioned hereunder: The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ Rupees _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively

Bank : Shreeji Bliss Master Collection A/c

A/c. No. : 924020035527872

IFSC Code : UTIB0003024

Branch: Orlem Malad West

The Promoter shall not be responsible towards any third party making payments/remittances on behalf of the Allottee/s and such third party shall not have any right in the said flat in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only.

9. The Allottee/s shall deduct Tax at Source ("TDS") from each instalment of the Sale Consideration as required under provisions of the Income Tax Act, 1961 and shall pay the same to the Government Treasury within the prescribed time under the Income Tax Act, 1961 and shall furnish the requisite TDS Certificate to the Promoter in the

prescribed Form in accordance with the Income Tax Act, 1961 within the prescribed time.

10. The Sale Consideration excludes taxes consisting of tax paid or payable by way of Goods and Services Tax ("GST") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said flat and/or Sale Consideration and/or this Agreement up to the date of handing over the possession of the said flat by the Promoter to the Allottee/s.
11. The Sale 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, taxes which may be levied or imposed by the SRA and/or any other Competent Authority/Local Bodies/Government from time to time.
12. The Promoter shall while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the Competent Authorities etc., shall enclose the said notification/order/regulation/demand, published/issued in that behalf to the effect along with the demand letter being issued to the Allottee/s.
13. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
14. The Sale Consideration in respect of the said flat does not include any consideration for permitting to use and occupy the said car parking space. The Allottee/s shall be bound to abide with the rules and regulations as may be framed in respect of the said Parking Space

by the said Society or any other Society that may be newly formed and further shall pay all outgoings in respect thereof to the said Society. The Promoter has neither charged nor recovered any price for the limited common areas and the common areas facilities and amenities (except as specified in this Agreement) nor shall in future charge any amount for the same and is provided free of cost to the Allottee/s subject to payment of maintenance charges and expenses of the same by the Allottee/s as provided hereinafter.

15. The Allottee/s agrees and confirms that the Sale Consideration is derived on the basis of the Allottee/s having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the Schedule __ hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).
16. On a written demand being made by the Promoter to the Allottee/s with respect to any amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (Seven) days of the Promoter’ said written demand, without any delay, demur or default.

OTHER CHARGES AND EXPENSES:

17. The Allottee/s shall on or before taking possession of the said flat deposit the property taxes, maintenance charges and other one-time charges as more particularly mentioned hereunder:

Particulars	Rupees
Clubhouse charges	₹___/- per Sq. Ft.
Development charges	₹___/-Per Sq. ft.
Legal charges.	₹.____/-

Payment towards Society's/Share Money	₹ ____/-
Society/ Formation Charges	₹. ____/-
Deposit for Electric, Water Meters, & Gas Meter.	₹ ____/-
Advance Deposit for Maintenance Charges, Including property Taxes for 12 months	₹. ____/- Per Sq. ft.
GST on consideration amt. (as on 5% OR as per govt. rules)	____%
GST on possession charges (as on 18% OR as per govt. rules)	____%

It is hereby clarified that with respect to the amounts listed above, the Promoter at the appropriate time shall transfer the balance and/or the Surplus amount (if any) without any interest to the body of the said flat purchasers in the project.

18. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share i.e. in proportion to the carpet area of the said Apartment/Society) of outgoings in respect of the said flat and said car parking namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Allottee/s becomes the member of said Society or any other Society that may be formed and the said structure of the new proposed

building/s is/are transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance of the structure of the said New Building/s is executed in favour of the said Society or any other new Society that may be formed at that particular point of time. On such Conveyance being executed for the said New Building/s, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Limited Company, as the case may be.

19. The Allottee/s hereby agrees that, in the event of any further and other amounts becoming payable to any of the Authorities or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the said flat and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee/s to the Promoter, in the proportion of the Area of the said flat to the ultimate total area of all the flats/units/premises in the Real Estate Project.

POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION:

20. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said flat and offering possession of the said flat to the Allottee/s after receiving the Occupation Certificate in respect of the floor of the said flat and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other

amounts/dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their other obligations under this Agreement.

21. The Promoter shall give possession of the said flat to the Allottee/s on or before _____ + ___ months' grace periods provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said flat on the aforesaid date, if the completion of the said New Building/s in which the said flat is to be situated is delayed on account of –
 - a. war, civil commotion or an act of God; and
 - b. any notice, order, rule, notification of the Government and/or other public or competent Authority/Court.
22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as an advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
23. The Promoter on its behalf shall offer the possession of the said flat to the Allottee/s in writing within 7 days of receiving the Occupation Certificate of the Real Estate Project against the payment of the balance Sale Consideration and other amounts payable in terms of this Agreement. The possession to be taken within 3 (three months) from the date of issue of such notice after clearing all dues.
24. Upon receiving a written intimation from the Promoter as provided, the Allottee/s shall take possession of the said flat from the Promoter by executing necessary Indemnities, Undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said flat to the Allottee/s. Irrespective of whether the Allottee/s fails to take possession of the said flat within

the prescribed period, the Allottee/s shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said flat from the date of offer of possession and further that thereafter the said flat shall be at the risk of the Allottee/s in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said flat. Provided further that the Promoter shall be entitled to levy and the Allottee/s shall bear and pay to the Promoter, holding charges at the rate of Rs. _____/- (Rupees _____ only) per square feet, per month calculated on the carpet area of the said flat for the entire period of such delay in taking possession. The Allottee/s agrees and confirms that the said sum of Rs. _____/- (Rupees _____ only) per square feet, per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee/s to the Promoter under this Agreement.

25. The Allottee/s agrees to pay to the Promoter, interest as specified in the RERA and the RERA Rules, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is due and payable by the Allottee/s to the Promoter.
26. If the Promoter fail or neglect to abide by the time schedule for completing the project and handing over the said flat to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the RERA and the RERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said flat.
27. Without prejudice to the rights of the Promoter to charge and receive interest in terms of clause above, on the Allottee/s committing default in payment on due date of any amount due and payable by the

Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his/her own option, may terminate this Agreement. Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post A/D at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further, that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount received from the Allottee/s (subject to adjustment, deduction and recovery of mutually agreed liquidated damages @ _____ % on the total and aggregate Sales Consideration amount and of all Government levies) within a period of thirty days of the termination, the instalments of Sale Consideration of the said flat which may till then have been paid by the Allottee/s to the Promoter.

28. In the event the Allottee/s is desirous of voluntarily terminating the transaction of sale/purchase of the said flat as recorded in this Agreement, the Allottee/s shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee's intention for termination of the transaction of sale/purchase of the said flat. Upon such termination, the Promoter shall refund to the Allottee/s the amount received by them without any interest subject to the deduction of (a) ____% of the total and aggregate Sale Consideration; (b) the Government levies (including GST), taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said flat up to the date of termination of this Agreement by the Allottee/s; (c) processing fee

and brokerage paid, if any, etc. in respect of the said flat; (d) the amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination; and (e) in the event of the resale price of the said flat to a prospective purchaser being less than the Sale Consideration mentioned herein, the amount of such difference. Provided further that, the Allottee/s executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee/s executing and registering Deed of Cancellation of the said flat, the Promoter shall refund the balance amount of the Sale Consideration to the Allottee/s without any interest and exclusive of any direct/indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.

FORMATION OF BODY OF THE PURCHASERS AND TRANSFER OF THE PROPERTY:

29. The Allottee/s shall immediately on the Promoter requiring him to do so make sign and submit necessary forms, applications, Affidavits, Declarations, writings, and also to appear before the Sub-Registrar of Assurances and other concerned Authorities in person for the fulfilment of such deeds, forms etc. and also to enable the Promoter to submit the same to the said Society or any other Society that may be newly formed so as to accept, admit and enrol the Allottee/s herein as its member/s and shareholder/s. The Allottee/s shall be liable to pay the Share subscription of Rs. ____/-, the Entrance charge of Rs. ____/- as agreed by the said Society and amount of Sinking fund as may be decided by the Society i.e. as mentioned in Clause ____ of the Development Agreement dated _____. Such applications, forms, etc. shall be signed and executed by the Allottee/s and shall be submitted to the said Society only after the Promoter offer possession of the respective flats to the members of the said Society. Till the Promoter complies with their obligation/s, the Allottee/s shall not claim, ask for, demand nor shall the Promoter be called upon to admit the Allottee/s as shareholder/s and member/s of the said society.

30. It is further expressly clarified, agreed and understood by the Allottee/s that the Allottee/s, shall observe and perform all the bye-laws and /or the rules and regulations of the said society and the provisions of the Declarations and /or notification under any act for protection and maintenance of the said new building and the said flat and portions therein for the observance and carrying out of the said new building/s rules and regulations and other local authorities of the Government. It is expressly agreed by and between the parties hereto that any transfer or assignment by the Member/s in breach of the provisions hereof shall not be binding on the Promoter.
31. The Allottee/s hereby agrees and undertakes to pay and/or deposit all the amounts including as mentioned in the Agreement to the said Promoter along with the application for membership and shall also pay all other amounts payable to the Promoter.
32. The Allottee/s hereby agrees and undertakes to bear, pay and discharge all the outgoings, taxes, maintenance charges, NOC, cleaning of water pipes, etc. which may be demanded or claimed by the said Society in respect of the said flat agreed to be allotted under these presents and shall comply with, fulfil, observe and perform all the Rules, Regulations and Bye-Laws of the said Society including as amended from time to time and shall not dispute or challenge to the same. The Allottee/s shall also sign necessary declarations, confirmations, undertakings, etc. as may be required by the said Society.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

33. The Promoter hereby, subject to what is stated in recitals and other parts of this Deed, represents and warrants to the Allottee/s as follows:
- a. The Promoter has clear and marketable title or right for development of the Said Property;

- b. The Promoter have lawful rights and requisite approvals from the SRA and/or any other Sanctioning Authority/competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- c. There are no encumbrances upon the said Property or the Project except those disclosed in the Title Report or with MahaRERA.
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the Title Report or with MahaRERA.
- e. All approvals, licences and permits issued by the Competent Authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the SRA and/or any other Sanctioning Authority with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, said Property, the said New Building/s and common areas.
- f. The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- g. The Promoter have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/Arrangement with any person or party with respect to the said Property, including the Real Estate Project and the said flat which will, in any manner, affect the rights of the Allottee/s under this Agreement.

- h. The Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee/s in the manner contemplated in this Agreement.
- i. At the time of execution of the Conveyance Deed of the new structure to the said Society or any other Society that may be formed, the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the structure to the said Society/any other Society that may formed.
- j. The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate project to the Sanctioning Authority/competent Authorities till the issuance of Part/Full Occupation Certificate and thereafter.
- k. No notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the Real Estate Project except those disclosed in the title report.
- l. The Promoter agrees to and hereby to indemnifies the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- m. If within a period of five years from the date of handing over the said flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said flat or the said New Building/s in which the said flat are situated or any defects on account of workmanship,

quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 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, compensation for such defect in the manner as provided under RERA.

COVENANTS AND UNDERTAKINGS OF THE ALLOTTEE/S:

34. The Allottee/s or himself/herself/themselves with intention to bring all persons into whomsoever hands the said Apartment may come, hereby covenants with the Promoter as follows:

- a. The Allottee/s shall use the said flat or any part thereof or permit the same to be used only for the purpose of residence. The Allottee/s shall use the said Car Parking Spaces (if any and if allotted) only for the purpose of keeping or parking personal vehicle. The parking of commercial vehicles or vehicles for commercial use or vehicles of third parties is not permitted. The Allottee/s acknowledge that the said flat and the said Car Parking Spaces if any allotted, shall be held by the Allottee/s as one composite unit and the Allottee/s shall not be entitled to transfer the use and enjoyment of any one without the other.
- b. To maintain the said flat at the Allottees' own cost in good tenantable repair and condition from the date of possession of the said flat is offered by the Promoter and shall not do or suffer to be done anything in or to the said New Building/s in which the said flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said New Building/s in which the said flat is situated and the said flat itself or any part thereof without the consent of the local authorities, if required.

- c. Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building/s in which the said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said New Building/s in which the said flat is situated, including entrances of the said New Building/s in which the said flat is situated and in case any damage is caused to the said New Building/s in which the said Apartment is situated or the said flat 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.
- d. To carry out at his/her/their own cost, all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said New Building/s in which the said flat is situated which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority and/or body of all the said Premises Purchasers. In the event, 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/or body of all the said Premises Purchasers.
- e. Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in

the elevation and outside colour scheme of the said New Building/s in which the said flat is situated and shall keep the portion, sewers, drains and pipes in the said flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said New Building/s in which the said flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said flat without the prior written permission of the Promoter and/or the said Society or any other Society that may be formed.

- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said New Building/s in which the said flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g. To confirm and comply the NOC of the Chief Fire Officer including in respect of the refuge area of the said New Building/s.
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said Property and the said New Building/s in which the said flat is situated.
- i. Pay to the Promoter within fifteen days of demand his/her share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said new Building/s in which the said flat is situated.
- j. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the SRA/MCGM and other concerned local

authority and/or Government and/or other public authority, on account of change of user of the said flat by the Allottee/s for any purpose other than for which it is sold. However, it is clarified that the Allottee/s is/are not entitled to directly and/or indirectly change the user of the said flat. The above provision is by way of abundance and precaution.

- k. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only after the written approval of the Promoter or body of all the Flat Purchasers, as the case may be.
- l. The Allottee/s shall observe and perform all the rules and regulations which the said Society or Limited Company or Apex Body or Federation (as may be the case) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said new Building/s and the said flat 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 said Society/Limited Company/Apex Body/Federation (as may be the case) regarding the occupancy and use of the said flat in the said New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Allottee/s agree that the aforesaid

amount to be collected from the Flat Purchaser/s shall be collected and paid on an ad-hoc basis till all the Flats/Saleable Components in the said New Building/s are sold and the quantum of taxes for the said Premises is determined.

- m. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the Allottee/s of the other flat purchasers in the said New Building/s.
- n. Till a conveyance of the structure of the said New Building/s in which the said flat is situated is executed in favour of said Society or any other Society that may be formed, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said New Building/s or any part thereof to view and examine the state and condition thereof.
- o. Till a conveyance of the said Property on which the said New Building/s is constructed and in which said flat is situated is executed in terms of this Agreement, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part including the said New Building/s thereof to view and examine the state and condition thereof.
- p. The fitness centre to be constructed on the ____ floor of the said New Building/s shall be for the exclusive use of all the residents/purchasers/occupiers/allottees/existing Members of the Society of the flats/units/premises of the Real Estate Project and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee/s undertakes to comply with

all the terms/conditions/stipulations framed by the Promoter/said Society with respect to the use of the recreational activities and fitness centre of the said New Building/s. The Allottee/s confirm/s and acknowledge/s that the amenities shall be utilized by all the members of the Society.

- q. The Allottee/s will not claim compensation from any Competent Authority or from the Promoter in respect of inadequate open space around the Real Estate Project. The Allottee/s is/are aware and hereby confirms that he/she shall not object to concessions availed by the Promoter for deficiency in open space nor will he/she object for any deficiency in neighbourhood development.
- r. The Promoter shall be entitled to construct site offices/sales lounge/ viewing gallery on the said Property and/or within the said New Building/s and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Property has been completed in all respects and the full development potential has been utilized by the Promoter.
- s. It is agreed between the parties that, if the Allottee/s intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee/s the date and time for such visit. The Allottee/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee/s

hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.

- t. The Allottee/s is/are aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the said Premises, and the Promoter is not liable, required and/or obligated to provide any furniture items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement.
- u. The Allottee/s is aware that all natural materials including tiles, marble and granite (if provided), natural timber, etc. and the factory produced materials like tiles, paint etc. contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation/application in the Real Estate Project and the same is on a best endeavour basis, the Allottee/s shall not hold the Promoter liable for their non-conformity, natural discoloration, tonal differences or inconsistency at the time of 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 out 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 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's 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 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.

LOANS AND MORTGAGES:

- 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. If the Allottee/s enters into any loan/financing arrangement with any Bank/ Financial Institution, it shall be the responsibility and obligation

of the Allottee/s to ensure that such Bank/Financial Institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the instalment payment schedule mentioned in the Schedule ____ hereunder written (which will not absolve Allottee/s of his/her/their responsibilities under this Agreement) and the Allottee/s shall be responsible and obliged to arrange, discharge and pay all due amounts prudently to the Promoter notwithstanding any delay or default in issuing the payment by the Bank/Financial Institution.

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 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.

BINDING EFFECT:

46. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be refunded to the Allottee/s without any interest or compensation whatsoever.

GOVERNMENT LEVIES:

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 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.

49. At the time of registration of conveyance of the said Property, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society.

REGISTRATION OF THE AGREEMENT:

50. The Allottee/s and/or Promoter shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof. The stamp duty and registration charges in respect of this Agreement shall be borne by the purchasers only.

WAIVER:

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.

ENTIRE AGREEMENT:

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.

APPLICABILITY OF ACT:

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.

SEVERABILITY:

56. In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

JURISDICTION:

57. The Courts in Mumbai shall have exclusive jurisdiction in regard to any of the disputes and differences arising under this Agreement.

DISPUTE RESOLUTION:

58. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the

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

SCHEDULE I OF THE PROPERTY

All that pieces and parcel of land bearing Survey no. 31, Hissa no. 3, corresponding to CTS no. 383/E in aggregate admeasuring 1698.70 (One Thousand Six Hundred and Ninety Eight point Seventy) square meters (*as per the PR Card*) which is lying and being situated at Sunder Lane, Off Marve Road, Orlem, Malad (West), Mumbai - 400 064 at Village Valnai, Taluka Borivali in the Registration District and Sub-District of Bombay City and Bombay Suburban along with all structures standing thereon

SCHEDULE II OF THE PROPRTY

All that piece and parcel of the land or ground bearing City Survey Nos. 1(part), 2(part), 263, 264, 265, 266, 267, 216(part) and 216/ A/1 all of Village: Valnai, Taluka: Goregaon situated in the Registration District and Sub-District of Mumbai City and Mumbai Suburban

SCHEDULE III

Common Areas, Facilities and Amenities

Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
	Open to Sky			153.52 sq.mtrs

B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:

SR NO	TYPES OF FACILITIES / AMENITIES	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPAN	PROPOSED DATE OF HANDING	SIZE / AREA OF THE	FSI UTILIZED OR FREE
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	PROVIDED		CY CERTIFICAT E	OVER TO THE SOCIETY / COMMON ORGANIZATI ON	FACILITIES /AMENITIE S	OF FSI
1	FITNESS CENTRE	NA	Date of possession	4 months from the OC	176.54	23.02 (Utilized in FSi)

C.)THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION
1	RG	NA	137.24	Put date of possession	4 months from the possession

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
	Passenger Lift	2	10 to 12 people	1.75
	Stretcher Lift -	1	18 to 20 people	(MTR/SEC)

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and/or within the layout.

At 'E': to provide the details and specifications of the lifts.

SCHEDULE IV OF THE PAYMENT

The Allottee/s has paid on or before execution of this Agreement a sum of Rs._____/ - (Rupees _____) as advance payment and

hereby agrees to pay to the Promoter the balance amount of Rs.
_____-/- (Rupees _____) in the following manner:

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%
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%

SCHEDULE V OF THE PROPERTY

Flat no. _____ on _____ floor in Wing _____ of the building to be known as “Shreeji _____” admeasuring _____ sq. ft. RERA Carpet Area together with right to use _____ number of Covered parking spaces identified as Podium/Stack/Triple Stack bearing No. _____; on the _____ floor of the building situated on said Property more particularly described in Schedule I hereinabove.

IN WITNESS WHEREOF the parties hereto have hereunto and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERD)
By the within named “**THE PROMOTER**”)
M/S. SHREEJI CONSTRUCTION,)
by the hands of its authorized signatory)
MR. NIMESH UTTAMBHAI DESAI)

In the presence of:

- 1.
- 2.

SIGNED SEALED AND DELIVERD)
By the within named “**ALLOTTEE/S**”)
MR. _____)

In the presence of:

- 1.
- 2.