

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** ("this Agreement") is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, in the Christian Year Two Thousand and Twenty-Five (2025).

### **BETWEEN:**

**M/S. SHREEJI LIFESPACES REALTECH**, a Partnership Firm, registered under the Indian Partnership Act, 1932, having office at F 39, Unit 1/2, Plot No. 9, Sector 29, Vashi, Navi Mumbai – 400 703., through its Partners **MR. NARAYAN JIVA VAVIYA**, aged about 46 years, **MR. SANDHA PRAKASHKUMAR BABUBHAI**, aged about 26 years, **MR. JAGISH BECHARA BHATI**, aged about 34 years, AND **MR. OM BECHAR PATEL**, aged about 22 years, all Partners are Indian citizens and residing in Mumbai City/ Suburb respectively, hereinafter referred to as "**THE DEVELOPERS**" for the sake of brevity, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present partners and the partners from time to time constituting the said firm, their survivors or survivor of them and the heirs executors, administrators of the last surviving partner, their or his assigns) of the **ONE PART.**

### **AND**

**MR. \_\_\_\_\_**, aged about \_\_\_\_\_ years, Pan No. \_\_\_\_\_ AND **MRS. \_\_\_\_\_**, aged about \_\_\_\_\_ years, Pan No. \_\_\_\_\_, both adults, Indian Inhabitants, having address at \_\_\_\_\_

\_\_\_\_\_. Hereinafter collectively referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals his/her/their/its heirs and legal representatives, in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being and in the case of Hindu Undivided Family (HUF) its Karta, Coparceners and members) of the **OTHER PART**;

(The Developers and the Allottee/s are collectively referred to as "**Parties**" and individually as "**Party**").

### **WHEREAS:** -

(a) By Deed of Conveyance dated 09<sup>th</sup> day of April, 2007, was executed and registered with the office of Sub Registrar Mumbai Suburban District Bandra bearing registration no. BDR-7/2246/2007 dated 18/04/2007 pertaining the M/s. Jaydeep Constructions (hereinafter referred to as “the Owner”) therein is seized and possessed of or otherwise well and sufficiently entitled to the piece of land admeasuring about 3187.4 Sq. Mtrs. bearing CTS No. 445, 445/1 to 22 of Revenue Village Bhandup, Taluka Kurla, Mumbai Suburban District lying and situated at Village Road, Bhandup (West), Mumbai – 400 078 and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by colored boundary line (hereinafter collectively referred to as “**the said property**”).

(b) The land at CTS No. 445, 445/1 to 22 was further divided into three parts vide Subdivision Record - Order No. SRK 2405 of the District Collector, Mumbai Suburban Order Date - 02/06/2021. Due to the subdivision of Property Sheet 445, the original Property Sheet 445 has been cancelled and new Property Sheets 445/A, 445/B, 445/C have been prepared. The CTS No 445/A belonging to Jaydeep Constructions; CTS No. 445/B as road set back and CTS No 445/C as Municipal Primary Cchool. The same is given with area below:

Sr. No.	CTS No.	Purpose of Property	Area (Sq. Mtrs.)
1	445/A	Jaydeep Constructions	2247.01
2	445/B	Set Back Land	313.68
3	445/C	Municipal Primary School	626.71

Out of the said land CTS Nos. 445, 445/1 to 22 admeasuring about 3187.4 Sq. Mtrs. of Village Bhandup, Taluka Kurla, Mumbai Sub urban District and assessed by Municipal Corporation of Greater Mumbai under S Ward Nos. 2957 (1) (2) (3), 2959 (2) (2A) (2B) (3), 2960, 2961.

(c) The Owner state that on CTS no. 445, 445/1 to 22 there are 24 tenants. The said 24 (Twenty-Four) tenants were allotted tenements on tenancy basis and after several transfers of respective tenants. That details of all the Tenants as mentioned therein are the bona-fide tenants of the Owner and the Owner confirms that they are in use, occupation and possession of their respective Tenements situate at CTS No. 445, 445/1 to 22.

(d) The Owner confirms to the Developer that to its best knowledge there is no dispute of whatsoever nature among the family members of the Tenants as also there is no litigation of any nature pending relating to any Tenements / premises interest or with the Owner or with any other third party.

(e) The said property was old construction and due to its old age and the same is not repairable. It is not possible to repair the said building due to costs factor and as well as looking at the present condition it is appropriate and feasible to reconstruct

the said building as per the presently available Development Control Rules (DCR) applicable by constructing on the said Land, a new multistoried building, by using and utilizing the entire available Floor Space Index and or TDR (hereinafter referred to as “**FSI**”) emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land in that behalf and the Tenants agreed to get the existing building standing on the said property demolished and re-construct new Building in its place.

- (f) As part of mutual understanding the Owner has agreed to grant development right in favour of the Developer 60% of development potential available in respect of the said property as base land, plus 60% of TDR FSI alongwith the benefit of 60% of fungible FSI, compensatory area, premium FSI etc., to be acquired and purchased by the Developer at its costs, charges and expenses as also 60% of the car parking spaces in stilt, basement, podium as may be permitted and approved by the Concerned Development Authority. As part of further understanding the Developer shall apply for and avail the benefit of Fungible FSI, compensatory area, premium, FSI etc., in respect of the entire property and shall pay all the amount of premium, charges, deposits etc., payable to the concerned Authorities, however, the Owner shall not be require to contribute any amount towards availing such benefit of fungible FSI, compensatory area, premium FSI etc., while having 40% of such benefit of such fungible FSI, compensatory are etc.,
- (g) Considering the deteriorating condition of the then existing structures which has already been demolished and apprehending serious loss to the tenants and their respective families, and since for diverse causes and reasons, the self-redevelopment of the property was not feasible, the Owner while retaining the 40% base land FSI with benefit of 40% validation of TDR FSI to be availed at its costs (for short "Retained Area") decided to appoint the Developer with a develop the property including to construct the retained area of the Owner and to avail the benefit of 60% development potential (for short "the Developer area") as free sale component for the consideration and on the terms and conditions mutually agreed upon.
- (h) By virtue of the aforesaid documents, the Owner herein is absolutely seized and possessed of and/or well and sufficiently entitled to and the Owner of the said Plot and the Owner of the then existing building occupied by its 24 (twenty-four) tenants to whom the Owner has issued rent receipts;
- (i) Accordingly, The Owner has granted to the Developers, rights for redevelopment of the said Property under Development Agreement dated 09/10/2024, and same has been lodged for registration with the Sub - Registrar of Assurances at Serial No. KRL-1/19368/2024, a copy of the Index II of the said Agreement is hereto annexed and marked as **Annexure**. (Hereinafter referred to as “**the said Development Agreement**”).

(j) The said Owner has also executed the registered Power of Attorney dated 09/10/2024 (duly registered with Joint Sub-Registrar of Assurances under Serial No. KRL-1/\_\_\_\_\_/2024 in favour of the Developers for the smooth re-development of the said Property (hereinafter referred to as "**the said Power of Attorney**").

(k) The details pertaining to the titles/rights/entitlements of the Developer for development of the said Property are more specifically detailed in the Title Report dated \_\_\_\_/\_\_\_\_/2025 issued by the Advocates of the Developers.

(l) In the aforesaid circumstances, the Developer is fully entitled to re-develop the said Property and construct building/s thereon in accordance with the plans sanctioned by Municipal Corporation of Greater Mumbai ("MCGM") ("**SANCTIONING AUTHORITY**") under current Reg.33(7) of DCPR-2034 Dated 21<sup>st</sup> September, 2018 and sell its entitlement of constructed premises under the said Deed to its Purchaser. The Developer has obtained the following permissions from MCGM for re-developments of the said Property namely:

- (i) Intimation of Disapproval ("IOD") dated 06<sup>th</sup> day of November, 2024 bearing No. CHE/ES/4713/S/337(NEW)/IOD/1/Amend for proposed construction of the building on the said plot on the terms and conditions stated therein and in accordance with the plans ("**Building Plan**") approved by MCGM; and
- (ii) Commencement Certificate ("CC") up to Plinth dated 30<sup>th</sup> day of April, 2025 bearing No. CHE/ES/4713/S/337(NEW)/CC/1/New for commencing the construction of the said Property by MCGM.

(m) Pursuant to the said Deed and in accordance with the plans sanctioned by the Sanctioning Authority, the Developer is in process of redeveloping the said Property by demolishing the said Building/s and is constructing thereon the said New Building/s in phase wise on the said Property to be known as "**SHREEJI SKYRISE**" consisting, inter alia, of Ground Plus \_\_\_\_<sup>th</sup> upper residential floors with separate access from road side respectively in accordance with the said Deed approvals of the concerned authorities and applicable law, rules and regulations ("**the said New Building/s**").

(n) The Developer has entered into a standard agreement with an Architect, registered with the Council of Architects as prescribed by the Council of Architects. The Developer has appointed structural Engineers for the preparation of the structural design and drawings of the said New Building/s and the Development of the said Property shall be under the professional supervision of the Architects and the structural Engineers till completion of the said New Building/s. The Developer is entitled to appoint any other licensed architects/surveyors and/or structural engineers in place of them, if so desired by

the Developer till the completion of the Real Estate Project.

- (o) The Developer, as the Developer of the said Property, alone has the sole and exclusive right to sell the units in the said New Building/s to be constructed on the said Property (after providing to the said Owner and its tenants in terms of the said Deed) and to enter into agreement/s with the Purchaser/s of the said premises in the said New Building/s to be constructed thereon and to receive the purchase price/sale consideration in respect thereof.
- (p) The development of the said Property proposed as a “real estate project” by the Developer has been registered as a “real estate project” (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued Certificate of Registration for the Real Estate Project bearing No. P \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2025 and is hereinafter referred to as the “**RERA Certificate**”.
- (q) (i) The Allottee has demanded inspection/information from the Developer and the Developer has given inspection to the Allottee of all the documents of title including the said Deed by which the Developer has acquired right, title and interest to develop; all the approvals and sanctions issued by relevant authorities for the development of the Subject Properties/the Real Estate Project; such other documents as are specified under RERA and the Rules and Regulations made thereunder and all other documents as demanded by the Allottee.  
(ii) The Allottee has, 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/its advisors and consultants. The Allottee has agreed and consented to the development of the said Property and has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules.  
(iii) The Allottee has perused copies of all the permissions and sanctions, location plan and sanctioned plans which interalia specifies the location of the said New Building/s to be built on the said Property together with a proforma specifying the total FSI proposed to be utilized on the same and also, the locations where common areas, facilities and amenities, reservations and other open and built-up spaces are proposed to be situated.
- (r) The Developer has got some of the approvals from the concerned local authority/authorities for constructing the said New Building/s on the said Property and shall time to time obtain the balance approvals from various

authorities, so as to obtain Occupation Certificate or Building Completion Certificate whichever is earlier for the said New Building/s.

- (s) While sanctioning the plans, approvals and permissions as referred hereinabove, the sanctioning authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- (t) The Developer has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans, approvals and permissions on the said Property approved from the Sanctioning Authority, as referred hereinabove.
- (u) The Allottee is desirous of purchasing on ownership basis, residential premises/flat bearing No. \_\_\_\_\_ (“**the said Apartment**”) admeasuring \_\_\_\_\_ sq. ft. of RERA carpet area (equivalent to \_\_\_\_\_ sq. meters of RERA carpet area) on the \_\_\_\_\_<sup>th</sup> floor (\_\_\_\_\_ habitable floor) in the “\_\_\_\_\_ Wing” of building known as “**SHREEJI SKYRISE**” together with \_\_\_\_\_ (\_\_\_\_\_) Car Parking spaces (“**the said Car Parking Spaces**”) and more particularly described in the **THIRD SCHEDULE** hereunder written, hereinafter referred to as “**the said Premises**”. The said Premises are falling within the Developer’s entitlement under the said Deed.
- (v) The material aspects of the development of the Real Estate Project are: -
  - (i) The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee along with other Allottees and Occupants of the Real Estate Project are listed in the **FOURTH SCHEDULE** hereunder written (“**Real Estate Project Amenities**”) and shall be completed along with the completion of the Real Estate Project;
  - (ii) The Allottee has after inspecting the said Property and satisfying documents of title have applied to the Developer for allotment of said Premises in the said New Building/s being constructed by the Developer on the said Property.
  - (iii) The Allottee has agreed to buy the said Premises on bare shell basis. The Allottee shall, at his/her/their/its own cost and expenses, complete the entire interior work of the said Premises without causing any damage to the said Premises and the said New Building/s and without in any manner affecting the sanctioned plan of the said Premises and shall carry out the

said work under the supervision of a qualified Architect and Structural Engineer.

- (iv) The Real Estate Project shall be known by such name as mentioned in the agreement hereunder written or by any such other name as may be decided by the Developer;
- (v) The Real Estate Project shall consist and comprise of such number and type of floors which are more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "**Floor Composition**"; and
- (vi) The total Floor Space Index ("FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the Fifth Schedule hereunder written.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>. MAHA RERA Registration No. P \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2025.

- (w) The Developer has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Premises, at or for the price more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "**Sale Consideration**" payable by the Allottee to the Developer. Prior to the execution of these presents, the Allottee has paid to the Developer part payment of the Sale Consideration of the said Premises (the payment and receipt whereof the Developer doth hereby confirm, admit and acknowledge).
- (x) The list of Annexures attached to this Agreement are stated hereinbelow: -

<b>Annexure "A"</b>	Copy of the Title Certificate/Report
<b>Annexure "B"</b>	Copy of the CTS plan identifying the Subject Property
<b>Annexure "C"</b>	Copy of the Property Cards/Revenue Records
<b>Annexure "D"</b>	Copy of the RERA Certificate
<b>Annexure "E"</b>	Copies of IOA issued by Municipal Corporation of Grater Mumbai
<b>Annexure "F"</b>	Copy of Commencement Certificate issued by

	Municipal Corporation of Grater Mumbai
<b>Annexure "G"</b>	Copy of typical floor plan in respect of the subject Apartment (being the extract of the sanctioned plan)

- (y) Under Section 13 of RERA, the Developer is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908 provided that the Allottee has paid all the necessary and applicable charges including but not limited to Registration Charges as may be required for registration of this Agreement.
- (z) The Parties relying on the inspection, confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now entering into this Agreement on the terms and conditions as appearing hereinafter.

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

**1. RECITALS:**

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and are not intended to be in derogation of RERA.

**2. DEVELOPMENT OF THE SAID PROPERTY:**

- 2.1 The Developer shall construct the Real Estate Project on the said Property more particularly mentioned in the First Schedule hereunder written comprising of the Floor Composition more particularly mentioned in the Fifth Schedule hereunder written in accordance with the plans, designs and specifications as recited hereinabove, and as approved by the Sanctioning Authority from time to time.
- 2.2 The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the Building Plan or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the concerned local authority

occupancy and/or completion certificates (as may be the case) in respect of the same.

- 2.3 The Developer shall obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the area of the said Premises (as described above) of the Allottee.
- 2.4 The Developer hereby declares 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 or any other FSI as may be available under the current Reg. 33(7) of DCPR-2034 Dated 21<sup>st</sup> September, 2018 or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project are as disclosed in the Fifth Schedule hereunder written. The Developer has disclosed the Floor Space Index as proposed to be utilized by them on the said Property in the Real Estate Project and the Allottee has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only. The Developer shall be entitled to use and utilize the maximum FSI, TDR and other developable benefits directly and/or indirectly available on or attached to the said Property as on the date and/or before the completion of the said Real Estate Project.

### **3. PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION:**

- 3.1 The Allottee hereby agrees to purchase and acquire from the Developer, and the Developer hereby agrees to sell to the Allottee, **Flat No. \_\_\_\_\_** on \_\_\_\_\_th Floor, in the "**SHREEJI SKYRISE**", admeasuring RERA Carpet area \_\_\_\_\_ Sq Mtr and \_\_\_\_\_ Sq Mtr **Balcony Space** and more particularly described in the **Third Schedule** hereunder written and shown delineated by a Red coloured boundary line on the floor plan annexed hereto and marked as **Annexure** for the Flat Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**

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**Only)** including TDS amount, subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities.

- 3.2 **The Allottees hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Allottees covered parking spaces**

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. \_\_\_\_\_/-.

3.3 The Allottees has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment or application fee (the payment and receipt whereof, the developers hereby admits and acknowledges and acquits, releases and discharges the Allottees from the payment thereof) and hereby agrees to pay to that Developers the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the manner as more particularly stated as follows, for the Flats only, time being of the essence of this Agreement 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.

3.4 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said New Building/s is complete and the Occupation Certificate is granted by the Sanctioning authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall upon written demand from the Allottee refund the excess money paid by the Allottee within forty-five (45) 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. If there is any increase in the carpet area allotted to the Allottee, the Developer shall after appropriate intimation to the Allottee, demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

3.5 The Allottee has paid before execution of this Agreement, part payment (as mentioned in the Sixth Schedule) of the Sale Price/Consideration of the said Premises as more particularly mentioned in the Fifth Schedule

hereunder written and hereby agrees to pay to the Developer the balance amount of the Sale Price as and by way of installments in the agreed manner more particularly mentioned in the Sixth Schedule hereunder written. It is clarified that Sale Price shall be payable by the Allottee to the Project Bank Account more particularly mentioned in the Fifth Schedule hereunder written. The Developer shall not be directly and/or indirectly responsible towards any third-party making payments/remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Developer shall issue the payment receipts in favour of the Allottee only.

- 3.6 The Allottee shall deduct Tax At Source (“TDS”) from each installment of the Sale Price 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 Developer in the prescribed Form in accordance with the Income Tax, 1961 within the prescribed time. Non deposit of TDS and non-furnishing of TDS Certificate shall be considered as default/breach for non-payment.
- 3.7 The Sale Price 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 Premises and/or Sale Price and/or this Agreement upto the date of handing over the possession of the said Premises by the Developer to the Allottee. GST shall be paid along with each installment.
- 3.8 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, taxes which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Developer shall while raising a demand on the Allottee 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.
- 3.9 The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name/s as the Developer may in its sole discretion deem fit and the Allottee undertakes not to

object/demand/direct the Developer to adjust his/her/their/its payments in any manner.

- 3.10 The Sale Price is in respect of the said Premises which includes the Parking Space/s as mentioned in the Fifth Schedule hereunder written. The Developer has neither charged nor recovered any additional price for the limited common areas and the common areas facilities and amenities (except as specified in this Agreement) subject to payment of maintenance charges and expenses of the same by the Allottee as provided hereinafter.
- 3.11 The Allottee agrees and confirms that the Sale Price is derived on the basis of the Allottee having agreed to pay the Sale Price as per the payment schedule more particularly specified in the Sixth Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including the terms as mentioned herein).
- 3.12 On a written demand being made by the Developer to the Allottee with respect to any amount (whether Sale Price or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Developer, within 15 (fifteen) days of the Developer's said written demand, without any delay, demur or default.

#### **4. OTHER CHARGES AND EXPENSES:**

- 4.1 The Allottee shall on or before taking possession of the said Premises deposit the property taxes, maintenance charges, sinking fund and other one-time charges as more particularly mentioned in the **SEVENTH SCHEDULE** hereunder written ("**Other Charges**").
- 4.2 Within 15 days of notice in writing given by the Developer to the Allottee that the said Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Premises including but not limited to 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, chowkidars, sweepers, maintenance charges and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. The Allottee shall pay to the Developer/Society such proportionate share of outgoings as may be determined. The Allottee shall till the Allottee's share is so determined, pay to the Developer/Society provisional monthly contribution as more particularly set out in the Seventh Schedule hereunder written. The amounts so paid by the Allottee to the

Developer shall not carry any interest and remain with the Developer until paid over by the Developer to the said Society.

4.3 The Allottee 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 Premises and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Developer, in the proportion of the Area of the said Premises to the ultimate total area of all the flats/units/premises in the Real Estate Project.

**5. POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION:**

5.1 Time is of the essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottee after receiving the Occupation Certificate in respect of the floor of the said Premises and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee which are listed in the Fourth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other amounts/dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

5.2 The Developer shall give possession of the said Premises to the Allottee on or before \_\_\_\_\_<sup>th</sup> \_\_\_\_\_ 202\_\_\_\_ and the Developer shall be entitled to reasonable extension of time for giving the possession of the said Premises on the aforesaid date, if the completion of the said New Building/s in which the said Premises is to be situated is delayed on account of –

- (i) war, civil commotion or an act of God; and
- (ii) any notice, order, rule, pandemic situation, lock down, notification of the Government and/or other public or competent authority/court.

5.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as an advance or deposit or towards the outgoings or legal charges and shall utilize the amounts only for the purposes for which they have been received.

5.4 The Developer on its behalf shall offer the possession of the said Premises to the Allottee in writing within 15 (fifteen) 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.

- 5.5 Upon receiving a written intimation from the Developer as provided, the Allottee shall at the earliest (not beyond 30 days) take possession of the said Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee fails to take possession of the said Premises within the prescribed period, the Allottee 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 Premises from the date of offer of possession and further that thereafter the said Premises shall be at the risk of the Allottee in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Premises. Provided further that the Developer shall be entitled to levy and the Allottee shall over and above all other dues, charges, interest etc. additionally bear and pay to the Developer, holding charges at the rate of Rs. 10/- (Rupees ten only) per square feet, per month calculated on the carpet area of the said Premises for the entire period of such delay in taking possession. The Allottee agrees and confirms that the aforesaid monthly sum 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 to the Developer under this Agreement.
- 5.6 The Allottee agrees to pay to the Developer, interest as specified in the RERA and the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is due and payable by the Allottee to the Developer.
- 5.7 If the Developer fails or neglects to abide by the time schedule for completing the project and handing over the said Premises to the Allottee, the Developer agrees to pay to the Allottee, 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, for every month of delay, till the handing over of the possession of the said Premises.
- 5.8 If the Developer fails or neglects to abide by the time Schedule for completing the project and handing over the said Premises to the Allottee, the Developer agrees to refund and shall be liable to refund to the Allottee,

who does not want to remain in the project and who intends to withdraw from the project, all the amount paid by the Allottee to the Developer together with interest as provided in the RERA and the RERA Rules thereof. Till such time the aforesaid amount is paid by the Developer to the Allottee, the Allottee shall have first charge and lien on the said Premises.

- 5.9 Without prejudice to the rights of the Developer to charge and receive interest in terms of sub-clause 5.6 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her /their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing any three defaults in making payment of installments (or payment of any of last two installments), the Developer shall at its own option, may terminate this Agreement. Provided that, the Developer shall give notice of fifteen (15) days in writing to the Allottee, by Registered A/D Post at the address provided by the Allottee and mail at the email address provided by the Allottee, 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 fails to rectify the breach/es mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement. Provided further, that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee the amount received from the Allottee (subject to adjustment, deduction and recovery of mutually agreed liquidated damages @ 10% on the total and aggregate Sale Price and of all Government levies) within a period of thirty (30) days of the termination, the installments of Sale Price of the said Premises which may till then have been paid by the Allottee to the Developer.
- 5.10 In the event the Allottee is desirous of voluntarily terminating the transaction of sale/purchase of the said Premises as recorded in this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Developer stating the Allottee's intention for termination of the transaction of sale/purchase of the said Premises. Upon such termination, the Developer shall refund to the Allottee the amount received by them without any interest subject to the deduction of (a) 10% of the total and aggregate Sale Price; (b) the Government levies (including GST), taxes and outgoings, if any, due and payable by the Allottee in respect of the said Premises upto the date of termination of this Agreement by the Allottee; (c) processing fee and brokerage paid, if any, etc. in respect of the said

Premises; (d) the amount of interest payable by the Allottee to the Developer 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 Premises to a prospective purchaser being less than the Sale Consideration mentioned herein, the amount of such difference. Provided further that, the Allottee at his/her/its/their cost and expenses executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee executing and registering Deed of Cancellation of the said Premises, the Developer shall refund the balance amount of the Sale Consideration to the Allottee without any interest and exclusive of any direct/indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.

## **6. ADMISSION TO THE MEMBERSHIP OF THE SAID SOCIETY -**

- 6.1. The Developer shall apply for the formation and registration of a Society (the “said society”) within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Developer within seven (07) working days of the same being forwarded by the Developer to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Developer shall not constitute default of the Developer and the prescribed time period shall stand extended accordingly.
- 6.2 On receipt of the Occupancy Certificate of the said New Building/s and on the Allottee making payment of all amounts due under this Agreement, the Allottee shall sign all forms, applications, papers, documents and writings as may be required by the Developer or the said Society for admitting the Allottee as member of the said Society and shall pay all requisite membership amounts, share money, sinking fund and the said Society’s corpus contribution. All of the aforesaid shall be forwarded by the Developer to the said Society who shall process and admit the Allottee to the membership of the said Society.
- 6.3 The Corpus (if any) payable by the Allottee to the said Society in respect of the said premises shall be as per the said Deed.
- 6.4 The Allottee shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary

for becoming a member thereof, including the bye-laws of the said Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Allottee.

- 6.5 The Developer shall (subject to his right to dispose of the remaining apartments, if any) initiate the procedure for the conveyance within three months of the formation of said society from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority and execute a conveyance deed and convey the right, title and interest of the said plots and building in the name of the society PROVIDED THAT the allottees shall co-operate with the formation of the Society and shall execute necessary forms, affidavits and undertakings for the formation of the Society. The Developer shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed.
- 6.6 Considering that the title to the said Property vests with the said Society as stated in the Recitals hereof, no further vesting documents are required to be executed for transfer of title to the said Property in favour of the said Society.
- 6.7 The said Society shall be responsible for the operation and management and/or supervision of the said New Building/s and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 6.8 Section 11(4)(e) 'Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building as the case may be, in the project;"
- 6.9 Rule 9(7)(i) "Where a Co-operative Housing Society the Developer shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act,1960 or a company or any other legal entity, within three months from the date on which fifty-one per cent of the total number of allottees in such a building or a wing have booked their apartment.
- 6.10 Rule 9(7)(ii) "Where a Developer ... .... ...., then the Developer shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form

of Federation or Holding entity consisting of all such entities in the layout formed as per clause(i) of Sub-rule (1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

- 6.11 Section 77 "Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the Developer within three months from date of issue of occupancy certificate."
- 6.12 Rule 9 (2) (ii) "Period for Conveyance of title, by Developer, to legal entity of allottees in case of single building project.

## **7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby, subject to what is stated in recitals and other parts of this Agreement, represents and warrants to the Allottee as follows:

- 7.1 The Developer has clear and marketable right for re-development of the said Property;
- 7.2 The Developer has lawful rights and requisite approvals from the 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.
- 7.3 There are no encumbrances upon the said Property or the Project except those disclosed in the title report or with Maha RERA.
- 7.4 There are no litigations pending before any Court of law with respect to the said Property or the Real Estate Project except those disclosed in the title report or with Maha RERA.
- 7.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Sanctioning Authority with respect to the Real Estate Project shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the said Property, the said New Building/s and common areas.
- 7.6 The Developer has 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 created herein, may prejudicially be affected.

7.7 The Developer has 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 Premises which will, in any manner, affect the rights of the Allottee under this Agreement.

7.8 The Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.

7.9 The Developer has 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.

7.10 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 Developer in respect of the said Property and/or the Real Estate Project except those disclosed in the title report.

7.11 The Developer agrees to and hereby indemnifies the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer.

7.12 If within a period of five(5) years from the date of handing over the said Premises to the Allottee or receipt of Part/Full Occupation Certificate whichever is earlier, the Allottee brings to the notice of the Developer any structural defect( except the defects caused due to negligence of the Allottee or caused due to interior work carried out in the said premises) in the said Premises or the said New Building/s in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under RERA.

## **8. COVENANTS AND UNDERTAKINGS OF THE ALLOTTEE:**

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

- 8.1 The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence. The Allottee shall use the said Car Parking Space/s (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 acknowledges that the said Apartment and the said Car Parking Spaces if any allotted, shall be held by the Allottee as one composite unit and the Allottee shall not be entitled to transfer the use and enjoyment of any one without the other. The Developer is entitled to allot to other allottees of other flats such number of car-parking slots and at such locations within the Project as it deems fit and the Allottee shall have no claims or objections to the same. The Allottee agrees and undertakes to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking as may be levied by the authorities and/or the said Society. The Allottee shall not cause the said Society to change the allocation of parking spaces of other premises-owners/ allottees in the said Society/the said New Building/s.
- 8.2 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is offered by the Developer and shall not do or suffer to be done anything in or to the said New Building/s in which the said Apartment 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 Apartment is situated and the said Apartment itself or any part thereof without the consent of the Developer/Owner as also local authorities, if required. Not to make any changes in the outside elevation or looks of the said New Building/s.
- 8.3 Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building/s in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authorities 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 Apartment is situated, including entrances of the said New Building/s in which the said Apartment 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 Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. Not to install

any type of grills in the outside elevation or looks of the said New Building/s. Not to install Air Condition compressor units in Chajjas. Not to extend, change, affix any windows height, width and not to encroach the Chajjas, Service Ducts, Pocket Terraces, etc. in the outside elevation or looks of the said New Building/s.

- 8.4 To carry out at his/her/their/its own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the said New Building/s in which the said Apartment is situated which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority and/or the said Society. In the event, the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or to the said Society.
- 8.5 Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said New Building/s in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 Apartment 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 Apartment without the prior written permission of the Developer and/or the said Society as the case may be.
- 8.6 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 8.7 To confirm and comply with the NOC of the Chief Fire Officer including in respect of the refuge area of the said New Building/s.
- 8.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the said New Building/s in which the said Apartment is situated.

- 8.9 Pay to the Developer within fifteen (15) days of demand his/her/their/its 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 Apartment is situated.
- 8.10 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purpose other than for which it is sold. However, it is clarified that the Allottee is not entitled to directly and/or indirectly change the user of the said Apartment. The above provision is by way of abundance and precaution.
- 8.11 The Allottee 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 Premises until all the dues payable by the Allottee to the Developer/the said Society under this Agreement are fully paid up and only after the written Consent of the Developer.
- 8.12 The Allottee shall observe and perform all the rules and regulations of the said Society that may be made from time to time for protection and maintenance of the said New Building/s and the said Apartments 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 in force. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the said Premises 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 agree that the aforesaid amount to be collected from the Purchaser/s of the said Premises shall be collected and paid on an ad hoc basis till all the Units/Premises in the said New Building/s are sold and the quantum of taxes for the said Premises is determined.
- 8.13 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 Developer and of the Allottees of the other Apartments in the said New Building/s.
- 8.14 The Allottee undertakes to comply with all the terms/conditions/stipulations framed by the said Society with respect to the use of the common facilities/amenities. The Allottee confirm/s and

acknowledge/s that the amenities shall be utilized by all the members of the said Society including the existing members of the society.

- 8.15 The Allottee will not claim compensation from any competent authority or from the Developer in respect of inadequate open space around the Real Estate Project. The Allottee is aware and hereby confirms that he/she/they/it shall not object to concessions availed by the Developer for deficiency in open space nor will he/she/they/it object for any deficiency in neighborhood development.
- 8.16 The Developer 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 Developer.
- 8.17 It is agreed between the parties that, if the Allottee intends to visit the under construction project then he/she/they/ it shall make a written request to the Developer for a site visit and the Developer if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Developer accompanied by site staff of the Developer and the Allottee 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 hereby undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.
- 8.18 The Allottee is aware that the sample/show Apartment, if any, constructed by the Developer and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the said Apartment, and the Developer is not liable, required and/or obligated to provide any furniture items, electronic goods, amenities etc. as displayed in the said sample/show Apartment, other than as expressly agreed by the Developer under this Agreement.
- 8.19 The Allottee 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 Developer 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 endeavor basis, the Allottee shall not hold the Developer liable for their non-conformity, natural discoloration, tonal differences or inconsistency at the time of installation/application.

- 8.20 The Allottee has satisfied himself/herself/themselves/itself 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 considered final. It is agreed that the Developer is offering the said premises on bare shell basis without installation of any amenities/fixtures/tiling/plumbing/electrical wiring and points/fan/tube light/painting/internal plaster/sink/kitchen platform/nani trap/doors or any other, etc.
- 8.21 The Allottee shall be permitted/allowed to commence interim works in the said Premises only upon obtaining the Occupation Certificate/Part Occupation Certificate till the floor wherein the said Premises 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 Developer. The Allottee shall not directly and/or indirectly occupy the said Premises until the Occupation Certificate from the Appropriate Authority is issued and after giving advance notice to the Developer.
- 8.22 The Allottee hereby agrees and declares that he/she/they/it shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Developer/the said Owner. The Allottee prior commencing the interior works deposit such amount as a security deposit as may be intimated by the Developer/the said Owner at the relevant time for carrying our interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises 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 with any of the terms and conditions as stated herein and/or in the Developer’s NOC and/or any other documents and/or writings executed by and between the Parties hereto with respect thereof. The Developer shall be entitled to inspect all interior works carried out by the Allottee. In the event, the Developer finds that the nature of interior work being executed by the

Allottee is harmful to the said Premises or to the structure, façade and/or elevation of the said New Building/s or any part of thereof, the Developer can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses.

8.23 Notwithstanding the other provisions of this Agreement, the Allottee hereby confirms that the Developer 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 Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter 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/Allottees on a pro rata basis. Such charges may vary and the Allottee agrees that it shall neither raise any dispute regarding the appointment of any Facility Management Agency by the Developer for the Real Estate Project nor directly and/or indirectly dispute the payment agreed by the Developer to be payable to the Facility Management Agency towards the maintenance charges determined by such agency. The Allottee agrees to abide by all terms, conditions, rules and/or regulations that may be imposed by the Developer 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 Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Developer is not in the business of providing services proposed to be provided by the Facility Management Agency. The parties hereto agree that the Developer 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.

8.24 Without first making payment of the entire Sale Price and all other amounts as per this Agreement, the Allottee shall not be entitled to transfer the said Premises or the benefits under this Agreement in favour of any third party without first procuring a written approval and consent from the Developer in respect thereof. However, the Developer shall not charge and/or demand any transfer fees or any other charges. In the event of the Developer

granting such approval, the Allottee shall be required to procure from the intended transferee such writings as stipulated by the Developer to record that the intended transferee shall make payments of all amounts due and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye laws, rules and regulations of the said Society. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Developer within seven working days from the date of execution thereof.

- 8.25 The Allottee hereby confirms and gives her/his/their/its irrevocable consent and no objection to the effect that in case the Developer desires to amalgamate the said Property for its redevelopment with any adjoining land/properties in that event, the Developer shall be fully entitled to do so and shall have the full and absolute right to do so as per norms, rules and regulations of MCGM subject to the Developer altering the plans, the area, the access, open space of the area to be given to the said Society and/or its Members and/or to the Allottee under the said Deed.
- 8.26 The Allottee hereby irrevocably and unconditionally agrees and covenants that the Developer is fully entitled to utilize all past, present and future benefits of FSI, incentive FSI, FSI generated by interchanging PTC from one plot to another plot, TDR, or such other FSI as also all the developable benefits directly and/or indirectly attached to the said Property without any further recourse to the Allottee and in case the Allottee hereby gives his/her/their/its unconditional and irrevocable consent and no objection for the above for all purposes.
- 8.27 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 Allottees of the said Premises, in case of a transfer, as the obligations go along with the said Premises for all intents and purposes.
- 8.28 In case the transaction being executed by this agreement between the Developer and the allottee/s 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 Developer / allottee/s / both, as the case may be, in accordance with the agreed terms of payment.

## **9. LOANS AND MORTGAGES:**

- 9.1 The Allottee shall be entitled to avail loan from a Bank/Financial Institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank/Financial Institution, with the prior written consent of the Developer. The Developer shall permit and issue its no objection letter to the Allottee to enable him/her/their/its at his/her/their/its sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Developer shall, however, be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- 9.2 If the Allottee enters into any loan/financing arrangement with any Bank/Financial Institution, it shall be the responsibility and obligation of the Allottee to ensure that such Bank/Financial Institution shall be required to disburse/pay all such amounts due and payable to the Developer under this Agreement, as per the installment payment schedule mentioned in the Sixth Schedule hereunder written (which will not absolve Allottee of his/her/their/its responsibilities under this Agreement) and the Allottee shall be responsible and obliged to arrange, discharge and pay all due amounts prudently to the Developer notwithstanding any delay or default in issuing the payment by the Bank/Financial Institution.
- 9.3 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Developer 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 hereby agrees that the Developer shall have first lien/charge on the said Premises until all the amounts including the Sale Consideration, taxes and other charges and amounts payable in respect of the said Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.
- 9.4 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Developer in any manner and shall be subject to and shall ratify the right and entitlement of the Developer to receive the balance Sale Consideration and other balance amounts payable by the Allottee under this Agreement.

9.5 The Allottee hereby indemnifies and shall keep indemnified the Developer from and against all claims, costs, charges, expenses, damages and losses which the Developer 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 of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Developer shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Developer and the Allottee undertakes to reimburse the same to the Developer without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Developer, 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 under this Agreement for which the Allottee shall be solely liable and responsible.

9.6 In the event of any enforcement of security/mortgage by the Bank/Financial Institution, the Developer 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 Developer is not jeopardize in any manner.

9.7 After the Developer executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of the Bank/Financial Institution more particularly mentioned in the Fifth Schedule hereunder written. Without affecting the said Premises, the Developer is at liberty to avail loans and financial facilities from the Banks/Financial Institutions/NBFC or Private parties without any reference or consent or permission or knowledge of the Allottee.

## **10. BINDING EFFECT:**

10.1 Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan (including of stamp duty, registration charges and incidental expenses)

within 30 (thirty) days from the date of receipt by the Allottee; and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee without any interest or compensation whatsoever. This Agreement shall come into force only upon execution and registration of the same in accordance with law and due payment thereof.

#### **11. ENTIRE AGREEMENT:**

- 11.1 This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/the said Property/the said New Building/s, as the case may be.
- 11.2 This Agreement may only be amended through written consent of the Parties and with further written duly executed instrument/s.
- 11.3 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### **12. NOTICES AND CORRESPONDENCE:**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post A.D. and notified Email ID at their respective addresses specified below: -

##### **Name of Allotees**

**MR. \_\_\_\_\_**

**MRS.**

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**Developers Name and Address:**

**M/S. SHREEJI LIFESPACES REALTECH**

F 39, Unit 1/2, Plot No. 9, Sector 29,  
Vashi, Navi Mumbai – 400 703

Notified Email ID:

It shall be the duty of the Allottee and the Developer to inform each other of any change in address after the execution of this Agreement at the above address by Registered A/D Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

**13. GOVERNMENT LEVIES:**

- (i) All out of pocket costs, charges and expenses including stamp duty and Registration Charges of and incidental to this Agreement; Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies as may be applicable from time to time shall be borne and paid by the Allottee alone and the same shall be paid by the Allottee as and when it becomes due.
- (ii) 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 alone.

**14. REGISTRATION OF THE AGREEMENT:**

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

**15. APPLICABILITY OF ACT:**

- (i) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 (“RERA”) and the rules, regulations, office orders, circulars made thereunder and as also subject to all other applicable laws.

(ii) 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 this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

#### **16. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations, thereunder. For all other purposes the Courts at Mumbai alone shall have exclusive jurisdiction.

#### **THE FIRST SCHEDEULE ABOVE REFERRED TO:**

**(“the said Property”)**

All that piece or parcel of land bearing CTS No. 445/A admeasuring about 2247.01 square metres of Village Bhandup with structures standing thereon situate, lying and being at Village Road, Bhandup (W), Mumbai-400 078, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, within S Ward of Municipal Corporation of Greater Mumbai and assessed by MCGM:

C.T.S. No. : 445/A

Village : Bhandup

And bounded as follows:

ON OR TOWARDS EAST BY : CTS NO. 450

ON OR TOWARDS WEST BY : CTS NO. 441-442-444

ON OR TOWARDS NORTH BY : CTS NO. 448-449

ON OR TOWARDS SOUTH BY : 18.30 MTR. BHANDUP VILLAGE RD.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Second Schedule Above Referred to the nature, extent and description of common areas and facilities)

**A). Description of the common areas provided:**

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common area provided
i.				
ii.				
iii.				

**B). Facilities/amenities provided/to be provided within the building including in the common area of the building:**

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handover over to the Society/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

**C). Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:**

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handover over to the Society/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

D). 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:

	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
i.					
ii.					
iii.					

E). Details and specifications of the lifts:

	Type Lift (passenger / service / stretcher / goods / fire evacuation / any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.				
ii.				
iii.				

### THE THIRD SCHEDEULE ABOVE REFERRED TO:

(“the said Premises”)

Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_<sup>th</sup> Floor (\_\_\_\_\_ habitable floor) in the “\_\_\_\_ Wing”, of said new building/s to be known as “**SHREEJI SKYRISE**” admeasuring \_\_\_\_\_ sq. ft. of RERA carpet area as shown in the Plan annexed as Annexure “G” hereto together with exclusive right to use \_\_\_\_\_ (\_\_\_\_\_) car parking space and which building/s is being constructed on the said Property described in the First Schedule hereinabove referred to. The Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts and exclusive open terrace area appurtenant to the said Apartment (if any) for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and other usable area as specified under the RERA, 2016. The aforesaid Car Parking Space (if any) shall be strictly attached to the above flat and cannot be transferred independently.

**THE FOURTH SCHEDULE**  
(“Common areas and facilities”)

## **THE FIFTH SCHEDULE**

(“Meaning of the Terms and Expressions defined in this Agreement”)

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Meaning and Description</b>
1.	Name, address and email-id of the Developer	<p>Name: <b>M/S. SHREEJI LIFESPACES REALTECH</b></p> <p>Address: F 39, Unit 1/2, Plot No. 9, Sector 29, Vashi, Navi Mumbai – 400 703</p> <p>Email:</p>
2.	Name and address of the Allottee/s	<p>Name: (i) <b>MR.</b>            _____ (ii) <b>MRS.</b>            _____</p> <p>Address: _____            _____.</p>
3.	Real Estate Project	<b>“SHREEJI SKYRISE”</b>
	(a) RERA Certificate	<p>Certificate bearing No. P _____            dated _____/_____/2025.</p>
	(b) Floor Composition of Building/s	Ground plus _____ upper Floors plus additional floors as may be sanctioned by the Sanctioning Authority
	(c) FSI Consumption	_____ sq. mts. including all kind of FSI, PTC FSI by interchanging FSI from one plot to another and TDR further FSI/TDR/Free area as may be made available by sanctioning authority. The Developer shall be entitled to use maximum FSI plus fungible FSI plus TDR plus Free Area plus incentive FSI and plus further all areas as may be permissible and approved by Municipal Corporation of Greater Mumbai (MCGM) or any such concerned

		authorities.
4.	Intimation of Disapproval (IOD)	IOD dated 06/11/2024
5.	CC (Commencement Certificate)	Plinth CC dated 30/04/2025.
6.	The said Premises (Agreed to be allotted to the Allottee)	As described in the Second Schedule above referred to
7.	Sale Consideration for the said Premises (Excluding government taxes, levies: Passover expenses as described in Sixth schedule hereunder written.)	<b>Rs. _____/- (Rupees _____ Only)</b>
8.	Parking Space/s	As described in the Second Schedule above referred to
9.	Price for Parking Space	Included in the Sale Consideration for the said Premises
10.	Possession Date	____ <sup>th</sup> _____ 202____.
11.	Project Bank Account	Name: Account No. Bank: - IFSC Code: -
12.	Mortgagee Bank/ Financial Institution (if any)	Not Applicable as of now.
13.	PAN	(a) Developer: <b>AFIFS8930C</b> (b) Allottee: <b>(i)</b> <b>(ii)</b>

## THE SIXTH SCHEDULE

("Agreed installments of Sale Consideration payable by the Allottee to the Developer")

<b>Sr. No.</b>	<b>Particular</b>	<b>Percentage</b>
1	At the time of Booking	20%
2	After Execution of the Agreement	10%
3	On completion of Plinth and Foundation Work	15%
4	On completion of 1st Slab	2%
5	On completion of 2nd Slab	2%
6	On completion of 3rd Slab	2%
7	On completion of 4th Slab	2%
8	On completion of 5th Slab	2%
9	On completion of 6th Slab	2%
10	On completion of 7th Slab	2%
11	On completion of 8th Slab	2%
12	On completion of 9th Slab	1%
13	On completion of 10th Slab	1%
14	On completion of 11th Slab	1%
15	On completion of 12th Slab	1%
16	On completion of 13th Slab	1%
17	On completion of 14th Slab	1%
18	On completion of 15th Slab	1%
19	On completion of 16th Slab	1%
20	On completion of 17th Slab	1%
21	On completion of 18th Slab	1%
22	On completion of 19th Slab	1%
23	On completion of 20th Slab	1%
24	On completion of 21st Slab	1%
25	On completion of 22nd Slab	1%
26	On commencement of Brick Work	5%
27	On commencement of Internal and External Plaster Work	5%
28	On commencement of Plumbing and Flooring Work	5%
29	On commencement of Electrical Work	5%
30	On or before Possession.	5%

<b>Total</b>	<b>100%</b>
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## **THE SEVENTH SCHEDEULE**

(“*List of specifications, fixtures, fittings and furniture and fittings in the Unit*”)

## THE SEVENTH SCHEDULE

(“Being the list of the “Other Charges” to be paid by the Allottee in accordance with this Agreement”)

### A. PAYABLE BEFORE RECEIVING POSSESSION OF THE SAID PREMISES:

SR. NO.	PARTICULARS	AMOUNTS IN RUPEES.
1.	Proportionate Maintenance/Outgoings/ Charges and other charges as 24 months deposit of Rs. 10/- per square feet of total carpet area	Rs. _____/-
2.	Proportionate Municipal Taxes and other taxes if any from time to time as 24 months deposit of Rs. 5/- per square feet of total carpet area	Rs. _____/-

### B. UTILIZATION OF THE ABOVE AMOUNT BY DEVELOPER:

- (i) The aforesaid amounts/ deposits shall not carry any interest.
- (ii) The Developers shall utilize the sum referred to in (1) and (2) above, the Developers are not required to and shall not be called upon to render any accounts for the same. The Developers shall be entitled to utilize the amount mentioned in (1) and (2) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Allottee making any default in the payment thereof regularly as agreed to herein by him. The Developers shall hand over the amounts mentioned in (1) and (2) above or balance thereof without rendering any detailed accounts to the said Society. In the event of any additional amount becoming payable in respect of (1) and (2) above, the Allottee(s) shall forthwith on demand pay and deposit the difference to the Developers.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and signatures to this writing the day and year hereinbefore mentioned.

SIGNED SEALED AND DELIVERED )

By the within named "**THE DEVELOPER**" )

**M/S. SHREEJI LIFESPACES REALTECH** )

Through its Designated Partner )

**MR.** \_\_\_\_\_ )

**MR.** \_\_\_\_\_ )

In the presence of ..... )

1.

2.

SIGNED, AND DELIVERED )

By the within named **THE ALLOTTEES** )

**MR.** \_\_\_\_\_ )

**MRS.** \_\_\_\_\_ )

In the presence of ..... )

1.

2.

### **RECEIPT**

**RECEIVED** on or prior to the date hereinabove from the within named Allottee on aggregate a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, being a part payment of this Agreement details as follow: -

Sr. No.	Date	Cheque No.	Bank Name	Amount (Rs.)
1.				_____/-
2.				_____/-
	<b>TOTAL</b>			_____/-

**M/S. SHREEJI LIFESPACES REALTECH**

(AUTHORISED PARTNERS)

In the presence of .....

1.

2.