AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this ……. day of ……., 20…..

BETWEEN:

SHREEJI REALTIES PRIVATE LIMITED, a company registered under the provisions of Companies Act, 1956, having its office at 1, Saurabh, Behind Union Bank, Andheri Kurla Road, Chakala, Andheri (East), MUMBAI 400 093, holding Pan No. _____, through its duly authorised Director Shri. SANJAY S. JAIN, hereinafter referred to as **"the PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, successors, administrators and/or assigns) of the **FIRST PART:**

AND

MR./MRS./M/S. _____ having address at _____ hereinafter called **"THE PURCHASER/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART.**

The expression "Purchaser" hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

WHEREAS:

A. Originally by an Indenture dated 29th April, 1980 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1094/80 dated 2nd March, 1987 executed between Santokh Singh Uppal therein called the Assignor, Puran Ratilal Mehta Sole Proprietor of M/s. Power Line Products Company therein called the Confirming Party and Venus Tiles And Marbles Manufacturing Company Private Limited therein called the Assignees the said Santokh Singh Uppal for the consideration mentioned therein, with the confirmation of the Confirming Party therein granted, transferred and assigned unto and in favour of the Venus Tiles And Marbles Manufacturing Company Private Limited all that leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq. mtrs. or thereabout forming part of Survey No. 250 of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District and more particularly described in the Third Schedule there under written which is the same as Schedule hereunder written for the residue unexpired period under the said Indenture of Lease dated 1" August, 1972 together with the benefit of renewal of the terms for another 98 years as therein provided subject to payment of proportionate amount of rent due in respect thereof and subject to the performance of the covenants, terms, conditions and stipulations contained in the said Indenture of Lease dated 1" August 1972 on the part of the Venus Tiles And Marbles Manufacturing Company Private Limited in

respect of the property described in the First Schedule hereunder written.

B. AND WHEREAS on necessary application being made by the Venus Tiles And Marbles Manufacturing Company Private Limited, the said Puran Ratilal Mehta and the said Santokh Singh Uppal, the Concerned Revenue/City Survey Authorities by an Order dated 24th April, 1990 divided/sub-divided the said larger property and thereby divided the C.T.S. No. 18 into three parts and earmarked/identified the property of the Venus Tiles And Marbles Manufacturing Company Private Limited admeasuring about 3344.4 sq. mtrs, which came to be rectified as area of 3236.6 sq.mtrs, and given separate C.T.S. No. 18 C and separate P.R. Card came to be issued in respect of C.T.S. No. 18 C in favour of the Venus Tiles And Marbles Manufacturing Company Private Limited.

C. The Venus Tiles And Marbles Manufacturing Company Private Limited (hereinafter referred to as the said Owners) by Development Agreement dated 15th October, 2010 granted development right of the said property to Shreeji Realties Pvt. Ltd., the Promoters herein for consideration and on terms and condition as stated therein. The said Development Agreement is duly registered on 30th April, 2011 before Sub-Registrar of Assurance, Kurla-2 (Vikroli) at Sr. No. BDR7-03255-2011. Alongwith the Development Agreement, said Owner Venus Tiles And Marbles Manufacturing Company Private Limited also granted Power of Attorney to Shri Sanjay Sampatkumar Jain, the Director of Promoter on 15th October, 2010. The said Power of Attorney is also registered on 30th April 2011 before Sub-Registrar of Assurance, Kurla-2 (Vikhroli) at Sr. No. BDR7-03255-2011., the said Owner has granted full and exclusive development rights in respect of the said Property to and

in favour of the Developer herein, for the purpose of redevelopment of the said Property by constructing on the said Land, a new building, (hereinafter referred to as "the New Building"), on the terms and conditions as more particularly contained therein;

D. The Promoters thus being fully entitled to the said property as the Promoters thereof and being desirous of construction of the building/s thereon, through its Architect, by completion of all formalities applied for sanction and approval of Building plans to the competent authority for obtaining I.O.D. and Commencement Certificate for construction of the proposed building/s on the said property. The Assistant Engineer, Building Proposals of Municipal Corporation of Greater Mumbai has issued I.O.D. bearing No. _____ dated _____ and Commencement Certificate bearing No. _____ dated _____. Copy of the property card in respect of the said property along with the copy of the I.O.D. and C.C. are hereto annexed and marked as Annexure "A", "B", & "C", respectively;

E. The Promoters are entitled to sell on ownership basis premises, Flats, car parking spaces, open spaces, terraces and other rights therein and other premises in the said building/s;

F. The Flat Purchaser/s has/have seen and have made themselves satisfied with the building plans as at present envisaged and approved by the Brihan Mumbai Mahanagarpalika under the said I.O.D. & C.C. aforesaid and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations there under and at the specific request made by the Flat Purchaser, the Promoters have furnished the photo copies of all the said documents

prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoters in respect of the said building;

G. The Advocate of the Promoters have certified the title of the said property and have issued Report on Title dated 08.03.2022 certifying the title to the development of the said property, to be clear and marketable and free from encumbrances. A copy of the Report on Title dated 08.03.2022 is annexed hereto as Annexure “D”

H. The Promoters have entered into a standard Agreement in respect of the said property with Architect _____, registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects;

I. The Promoters have appointed a Structural Engineer for the preparation of the structural design and drawing of the building and the Promoters shall accept the professional supervision of the Architects and the Structural Engineer till the completion of the building and completion of development. The Promoters have in accordance with the sanctioned plans and other relevant documents of the said property have commenced the construction of the building/s to be known as “Green Origin ”;

J. The Promoter(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project “GREEN ORIGIN” situated at Land Bearing Survey No. 250 situated in the village Mulund, Taluka Kurla, in the registration district of Mumbai Suburban District- 400080. Project RERA Registration No - P51800052282.

K. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/05/2024 executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "GREEN ORIGIN" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/05/2024 is registered with Office of Joint Sub Registrar Kurla-3 under Serial No. KRL-3/11336/2024

L. The Purchaser/s has applied to the Promoters for allotment for allotment of the Flat No. _____ on the _____ floor, in the building known as "Green Origin ", hereinafter referred to as "the said Flat" and more particularly described in the SECOND SCHEDULE hereunder written, having been developed on the said property, which is more particularly described firstly in the FIRST SCHEDULE hereunder written;

M. The carpet area of the said Flat is _____ Square Meter, and "carpet area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat;

N. Relying upon the said application, declaration and agreement, the Promoters agreed to sell to the Purchaser, the said Flat at the price and on the terms and condition hereinafter appearing;

O. The Promoters have got some of the approvals from the concerned local authority to the plans, the specifications,

elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

P. The Promoters has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai authenticated copy is annexed hereto as annexure "E"

Q. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The Building known as **"Green Origin",** which is proposed to be constructed by the Promoters on the said Property more particularly described in the First Schedule hereunder written, will consist of , Lower Ground, Ground Stilt plus Four Podiums plus Seventeen Upper Floors, and the terrace above the top floor (hereinafter referred to as **"the said Building"**), in accordance with the plans and specifications sanctioned and to be further amended and sanctioned, from time to time, as recited herein above.
3. The Purchaser hereby agree that the Promoters are entitled to further amend the plans for construction of

the said building, interalia, for the purpose of construction of additional floors in the said Building by loading, consuming and utilizing the additional F.S.I., if any, granted for construction on the said property, whether by way of Fungible or compensatory F.S.I. or other FSI in any other name or nomenclature, till the issuance of the full occupation certificate for the said Building, after obtaining further/additional sanctions and permissions from the MCGM to the amended or additional building plans as they may deem fit and proper, at any time hereafter. The Purchaser hereby further irrevocably agree that the Promoters, therefore, in their absolute discretion and/or if so required by the concerned authorities, from time to time, shall be entitled to vary, amend and/or alter the said Plans in respect of the said Building, as part of such amendment in the building plans, the Promoters may construct additional areas by constructing additional floors on the said Building, or additional wing to the said Building, as may be approved by the concerned authority. The Purchaser hereby unconditionally give his/her/their express Irrevocable approval and No Objection to the Promoters for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of additional floors and/or additional wings in the said Building and to carry out the said construction in accordance with the amended building plans as may be approved by the concerned authorities from time to time, as contemplated under the provisions of 14 (2) of the said Act. The Purchaser hereby further agrees and undertakes that if at any time hereinafter over and above the consent and no-objection given by the

Purchaser hereinabove, if at any time the separate consent or no objection is required from the Purchaser for any of the said purposes of amendment, alteration, addition or modification of the said Building plan or layout plan, the Purchaser shall give his/her their consent and no objection within a period of 7 (Seven) days from the date of requisition in respect thereof received from the Promoters or any of them. If the Purchaser fails or neglects to sign and give his/her/their approval and no-objection within the said period of 7 (Seven) days, the same shall be deemed to have been given and granted by the Purchaser. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser, except any alteration or addition required by MCGM or any other Government authorities or due to change in law.

4. The said Building will be constructed by the Promoters in accordance with the buildings plans prepared by their Architect and sanctioned by the MCGM and amended plans that may be sanctioned by the MCGM or any other Concerned Authorities, from time to time, as aforesaid.

5. As recited herein above, the Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the aforesaid permissions, approvals, sanctions, Plans, Orders, C.C., respective agreements between the Promoters and previous owners as also the relevant City Survey and Revenue Records in respect of the said Property and has also been given inspection of all other documents which were required by the Purchaser, and/or as required under the said Act and the Rules and

Regulations thereunder. The Purchaser hereby confirms having inspected the site of construction and having received the Photo Copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoters' right to construct the said Building on the said Property. The Purchaser shall not be entitled to further investigate or question the title to the said Property and no requisition or objection shall be raised at any time hereafter in any manner relating thereto.

6. The Purchaser hereby agrees to purchase and acquire from the Promoters, and the Promoters agree to sell to the Purchaser the Flat **bearing No. ....., admeasuring ..... Square Meters (Carpet area) i.e. ..... Square Feet (Carpet area)** on **..... Floor**, in the said Building known as **"Green Origin",** proposed to be constructed on the said Property, and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the M.C.G.M. annexed and marked as **Annexure "F"** (hereinafter referred to as **"the said Premises"**), at and for the lumpsum price and consideration of ₹**...../- (Rupees ..... only)**, including for the proportionate price of the common areas and facilities appurtenant to the said Premises

7. The Purchaser has paid on or before execution of this agreement a sum of ₹**. ...../- (Rupees ..... only)** being 9% of the total consideration, as advance deposit or application fee and hereby agrees to pay to the Promoters the balance amount of purchase consideration of ₹**. ...../- (Rupees**

..... only) in the following manner:-

i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) to be paid to the Promoter after the execution of Agreement;

ii. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located;

iii. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Building is located;

iv. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment;

v. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;

vi. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with

waterproofing, of the building or wing in which the said Apartment is located;

vii. Amount of Rs._____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located;

viii. Balance Amount of Rs._____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Good & Service Tax (GST), Value Added Tax (VAT), Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.

9. The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated RERA Collection Account – 2402252158795070 being opened by the Promoter with the AU Small Finance Bank Limited.

10. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the MCGM or any other competent authority and/or any other increase in charges which may be levied or imposed by the MCGM or any other competent authority/Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the MCGM, any other competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

11. The Promoters shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters subject to a variation gap of three percent. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoters shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Promoters shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

12. The Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
13. Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided hereinabove (**"Payment Plan"**) and the Purchaser shall be liable to pay to the Promoters the interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as **"the said Rule"**), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.
14. The Purchaser shall pay each instalment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central

Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No. 16B for the same, within 15 (Fifteen) working days from the payment thereof.

15. The Purchaser has simultaneously with the execution of these presents pay to the Promoters a sum of ₹. ...../- (Rupees ..... only) being GST payable on this Agreement as per the prevailing laws.

16. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each instalment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoters the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any instalment unless the same is paid alongwith the amount of GST/ Service Tax applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST/ Service Tax. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of

revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

17. Without prejudice to the right of the Promoters to receive interest as per the said Rule, on the Purchaser committing three defaults in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing any three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

(a) the Purchaser shall cease to have any right or interest in the said Premises or any part thereof;

(b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the

Promoters may in their absolute discretion deem fit;

(c) the Promoters shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoters towards purchaser price with interest as per the said Rule, after deducting therefrom:

i) 20% of the purchase price of the said Premises (which is to stand forfeited to the Promoters as liquidated damages);

ii) Deduct GST and/or any other amount due and payable by the Purchaser and/or paid by the Promoters in respect of the said Premises;

iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;

iv) the amount of interest payable by the Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

v) in the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit. However in case if the Promoters receive a credit/ refund of the GST, paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoters to the Purchaser without any interest thereon.

(d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoters

shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees, Service Tax, GST or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises and/or to the said Car Parking Space.

(e) The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

18. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in Annexure **G** annexed hereto. The Promoters shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.

19. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises and/or the Society to maintain the mechanical/stake car parking system therein. It is specifically agreed by the

Purchaser that the Promoters shall not be held liable and/or responsible for failure of or any defect in the mechanical/stake car parking system, after handing over of the same by the Promoters to the Allottees thereof, including the Purchaser herein and that the Allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.

20. The Purchaser hereby undertakes that he/she/they will not misuse the part/pocket terraces permitted by in the said Building.

21. The Promoters have informed the Purchaser that they may construct the electricity sub-station on any part of the said property, if so required by the electricity supply company/authority.

22. The Promoters hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the concerned authority occupation certificate or completion certificate in respect of the said Premises.

23. The Promoters hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the said premises.

24. It is agreed that the possession of the said premises will be given by the Promoters to the Purchaser on or before **15/08/2029**. If the Promoters fail or neglect to

give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with interest as per the said Rule from the date the Promoters have received the same till the date of the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving possession of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of-

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

25. The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payments shall have been made by the Purchaser as per this agreement, shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agree to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

26. The Purchaser shall take possession of the said premises within 15 (Fifteen) days of the written notice

from the Promoters to the Purchaser intimating that the said premises is ready for use and occupancy.

27. Upon receiving a written intimation from the Promoters as stated hereinabove, the Purchaser shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided hereinabove the Purchaser shall continue to be liable to pay maintenance charges in respect of the said premises, with interest on arrears, as applicable.

28. If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act.

29. The Promoters hereby declares that at present the Floor Space Index available in respect of the said Property is _____ Square Meters and the Promoters are also entitled to load, consume and utilize additional F.S.I. that may be granted by concerned authority, including by way of Fungible F.S.I. and Transferable Development Rights (T.D.R.) to the maximum extent permissible under the Development

Control Regulations, 1991 for Greater Mumbai as amended from time to time or such other Regulations in force, after obtaining the Development Right Certificate/s for construction on the said Property and that no part of the said F.S.I. has been utilized by the Promoters elsewhere for any purpose whatsoever.

30. The Purchaser hereby confirm that he/she/they are aware of the terms and conditions of various permissions and that the MCGM may impose further terms and conditions while issuing Revised IOD, further IOD and extension of C.C. The Purchaser hereby agree and undertake that the terms and conditions of all the said permissions and orders shall be binding on the Purchaser and the Purchaser shall abide by the same.

31. The Purchaser hereby expressly agree that the Promoters alone shall be entitled to all unconsumed FSI that may be granted by the MCGM, as and when issued, which the Promoters are not able to consume on the said property, by way of TDR in the form of Development Right Certificate and the Promoters are entitled to use and consume the said TDR, elsewhere and/or to sell the same in open market, as they may deem fit and proper. The Purchaser hereby further agree that the Purchaser shall not have and will not claim any share, right, title or interest of any nature whatsoever in respect of the said TDR in the form of Development Right Certificate or any other benefit in respect thereof.

32. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoters. All open spaces, lobbies, terraces, parking area, and all other common areas

and other premises will remain the property of the Promoters until the part of the said Property is duly transferred to the proposed Co-operative Society of the occupants of the said Building (hereinafter for the sake of convenience referred as **"the Sale Building Society"**), as hereinafter mentioned.

33. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or the said Building or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only on execution and registration of Lease or Conveyance of the part of the said Property together with the said Building in favour of the said Building Society that may be formed and the Purchaser becoming a Member of the said Building Society, as hereinafter mentioned.

34. It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises in the said Building as also in the other structures that may hereafter be constructed on the said Property for any user as may be permitted by the Concerned Authorities and the Purchaser thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Purchaser shall not object to the user of the other premises in the said Building or in any other structure on the said Property for the aforesaid purposes by the respective purchasers thereof.

35. After the Promoters execute this Agreement, they 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 Purchaser who has taken or agreed to take the said premises.

36. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway effect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property, and the building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever.

37. It is hereby expressly agreed and provided that the Promoters shall always be entitled to sign declarations, undertakings and indemnities under any law, rules or regulations concerning construction of the said Building and other structures or for implementation of their scheme for development of the said Property.

38. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under this Agreement shall have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoters for recovery of outstanding dues from the Purchaser and/or against the said Premises.

39. It is hereby agreed that, so long as the various premises in the said Building shall not be separately assessed by the M.C.G.M. for levy property taxes and water charge, rates and other outgoings, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoing assessed on the whole building.

The Purchaser shall tentatively pay ₹**...../-** per month in advance to the Promoters for the same. At the time of taking possession of the said Premises, the Purchaser shall deposit with the Promoters a sum of ₹**...../** (Rupees ..... only) as interest free deposit being 12 months' approximate proportionate taxes, rates and other outgoing of the said Premises. The Promoters shall be entitled at their sole discretion to utilize the same in payment of the outgoings and other monies payable by the Purchaser in respect of the said Premises, if the Purchaser commits default in payment of the said outstanding and other dues regularly every month. Upon the said Building Society being formed and registered, the said sum or the balance thereof, if any, lying with the Promoters shall be handed over to such Building Society. This provision shall not, however, entitle the Purchaser to require the Promoters to adjust the accruing Municipal rates and taxes and outgoings against the said deposit.

40. The Purchaser shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of Government, Local Bodies and Authorities and Society, when formed as aforesaid, and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.

41. The Purchaser agrees to pay all amounts payable to the Promoters under the terms of this Agreement as

and when the same become due and payable. The Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser for non-payment of any amount or amounts due on the respective due events. The Purchaser hereby covenant with the Promoters to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoters indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoters.

42. The Promoters shall form a Co-operative Society for the said Building, as required in Law. The Purchaser agree and undertake that as and when required by the Promoters, the Purchaser shall sign and execute the application and other papers and documents necessary for the formation and registration of the Society, including the bye-laws of the proposed Building Society within 10 (Ten) days of the intimation with regard thereto by the Promoters. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoters may require him/her/them to do from time to time for safeguarding the interest of the Promoters and the purchasers of the other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto void and stand terminated,

revoked and cancelled. The Purchaser shall ensure that as and when the Promoters shall so require, the Society shall pass the necessary resolution confirming the right of the Promoters to carry out additional construction works in and on the said Building and other structures on the said Property and also confirming the right of the Promoters to sell other premises in the building and structures to be constructed on the said Property, as more particularly stated hereinabove in this Agreement.

43. The Purchaser shall on demand, deposit with the Promoters his/her/their proportionate share towards the deposits for installation of water meter, electric meter and gas meter and/or for any other deposit to be paid by the Promoters to the Local Authority or Body concerned, including the Reliance Energy Ltd., Bombay Gas Company or any other energy/gas company and/or M.C.G.M and/or any other concerned authority.

44. In the event of the Society being formed and registered before the sale and disposal by the Promoters of all the premises in the said Building, and/or before the commencement or completion of construction of additional floor or extension to the said Building, as stipulated above, the powers and authority of the Society shall be subject to the overriding powers of the Promoters in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoters shall have absolute right, authority and control as regards any unsold premises and the sale/allotment thereof, as well as the commencement and completion of additional constructions, if any, on the said Property.

45. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said Premises or any part thereof. The Purchaser shall keep and maintain the said Premises, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenantable repair and condition and working order, and in particular the said Building, so as to provide shelter to and protect all the parts of the said Building other then his/her/their said Premises. The Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Building.

46. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the MCGM, Government, Local Authority or any other statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same.

47. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.

48. After the said Building and all other structures and premises intended to be constructed by the Promoters on the said property are duly completed, including the additional construction to be carried out by loading and consuming additional or further F.S.I., if any, and the same are ready for occupation and after the Society as aforesaid so formed and registered and only after all the premises in the said Building, including one constructed by way of loading and consuming additional or further F.S.I if any, have been duly sold and disposed off by the Promoters and the Promoters shall have received all dues receivable by them in terms of the respective agreements with the purchasers of all the said Premises in the said Buildings including the Purchaser herein, the Promoters will transfer the said property by way of Lease or Conveyance together with the said entire Building and the electric Sub-Meter, if any, jointly in favour of the Society and till then, possession of the said Property and the said Building and all the premises therein shall be deemed to be with the Promoters and the Purchaser shall be deemed to have been given possession of the said Premises merely as an Licensee of the Promoters in respect thereof.

49. The Deed of Lease or Conveyance and other documents for transferring the title shall be prepared by the Promoters, which shall be binding on the Purchaser herein and other Purchasers in the said Building.

50. This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Bandra/Andheri or at any other office of the Sub registrar as the case maybe, in Mumbai by the Promoters, and the Purchasers will attend to the office of the concerned Sub-registrar and

admit execution thereof, after the Promoters having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Promoters.

51. All letters circulars, receipts and/or notices issued by the Promoters or any of them and dispatched either by Courier or under Certificate of Posting to the address last known to them of the Purchaser or by email, will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoters. For this purpose the Purchaser has given the following address:

.....

.....

.....

52. The Purchaser shall on demand pay to the Promoters the following amounts and deposits:

i) ₹._____ /-for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters for preparing and engrossing this agreement and the Deed of Lease/Conveyance;

ii) ₹. 600/- Society's share money & entrance fee.

iii) ₹._____ /-Society/Formation Charges

iv) ₹._____ /-Deposit for Electric, Water Meters, & Gas meter.

v) ₹._____ /-Advance deposit for maintenance charges, including property Taxes for 12 months.

vi) ₹._____ /-Service Tax on advance Maintenance Charges;

Total ₹._____ /-

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In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoters, his/her/their proportionate share to make up such deficit.

53. Any delay or indulgence by the Promoters in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other Purchasers of other premises in the said Building, shall not be construed as waiver on the part of the Promoters of any such breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser or other such purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoters.

54. The Promoters in their sole discretion shall be entitled to provide and grant a right of way over the said Property or any part thereof for the beneficial enjoyment of any other adjoining property or properties, and the Purchaser hereby agree and undertake that he/she/they shall not raise any objection and/or obstruction thereto.

55. The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

56. The Promoters hereby represent and warrant to the Purchaser as follows:

(i) The Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out the development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

(ii) There are no encumbrances upon the said Property or the Project **except the charge of AU Small Finance Bank Limited as mentioned hereinabove, if any disclosed to the Allottee/Purchaser**.

(iii) The Promoters have lawful rights and requisite approvals from concerned authorities and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;

(iv) There are litigations pending before Small Causes Court and City Civil Court with respect to the project land;

(v) All approvals, licenses and permits issued by the MCGM and other competent authorities with respect to the project, project land and the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the competent authorities with respect to the project, project land and the said building shall be obtained by following the due process of law and the Promoters have been and shall at all times, remain to be in compliance with all applicable laws in relation

to the project, project land, the said buildings/wings, and common areas;

(vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be effected;

(vii) The Promoters 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 project land, including the Project and the said premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

(viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the lease deed or conveyance deed of the said building, the Promoters shall hand over lawful, peaceful, physical possession of the common areas of the said building of the purchasers;

(x) The Promoters 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 said project to the competent authorities;

(xi) Save as aforesaid, 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 Promoters in respect of the project land and/or the Project.

57. The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoters and undertakes as follows:

a) To maintain the said Premises at Purchaser's own costs and risk in good, tenantable repair and condition from the date of possession of the said Premises is taken by the Purchaser, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or charge/alter or make addition in or to the said Building and the said Premises or any part thereof and/or the said Car Parking Space or any part thereof.

b) Not to store in the said Premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the

Purchaser in this behalf and to indemnify the Promoters.

c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises which may be forbidden by law or rules or regulations of the concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, and to indemnify the Promoters for all consequences thereof.

d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural changes in the said Premises without the prior written permission of the Promoters as also other concerned authority. If, on account of

any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).

e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said Premises in the compound or any portion of the said Property and the said Building.

f) Pay to the Promoters within 7 days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.

g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Premises from the Promoters, including for carrying out renovation/furniture in the said Premises either before or after the issuance of the Occupation Certificate by the MCGM or the other concerned authority.

h) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of changes of user

of the said Premises by the Purchaser, and indemnify the Promoters in that behalf.

i) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the Promoters for the purpose.

j) The Purchaser shall allow and permit the Promoters and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building;

k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Promoters due and payable under the terms and condition of this Agreement (whether before or

after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoters or any of them shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Promoters re-entering on any part of the said Premises, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises and in that event all the monies paid to the Promoters by the Purchaser (except the earnest money and the outgoing proportionate to the said Premises till the date of such termination) shall within 90 days after such termination be refunded by the Promoters to the Purchaser, without any interest.

l) The Promoters shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.

58. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoters, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with monthly rest.

PROMOTER	PURCHASER (1)	PURCHASER (2)
x	x	x

59. The Promoters shall be entitled to construct additional structures like additional Electric Sub-station/s, office/s for Society, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s, toilet units for staff and domestic servants, septic tank/s, soak pits etc. on the said Property. The Purchaser hereby gives irrevocable approval and no objection to the Promoters for carrying out all the said constructions on the said Property. All such additional constructions shall be carried out by the Promoters in accordance with and in conformity with the building plans as may be approved by the MCGM and permissions granted by other concerned Authorities, from time to time.

60. The Promoters shall be entitled to handover amenity space, if any, reserved on the said property to the Municipal Corporation of Greater Mumbai or any other concerned authority and Promoters alone shall be entitled to all the benefits that may be granted by the such authority in lieu of the said amenity space.

61. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for lease or conveyance and/or transfer of the said Property with the said Building in favour of the Society, the same shall be complied with by the Purchaser/ the body of all the purchasers and the said Society/Societies in consultation and co-operation with the Promoters and all costs and charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser and/or the said Society/Societies.

62. This Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoters and supersedes, cancels and merges:

(a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoters prior to the date of execution of this agreement;

(b) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;

(c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;

(d) The Purchaser agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

63. The Purchaser hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are

all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation and/or consent in any form to the Purchaser.

64. Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.

65. Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty on this Agreement and secondly signs and delivers to the Promoters this Agreement with all the schedules/annexure along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the

date of its receipt by the Purchaser, application of the Purchaser for allotment of the said premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without interest or compensation whatsoever, after deducting therefrom 20% of the booking amount, towards the administration charges and processing fees of the Promoters.

66. 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 Project shall equally be applicable to and enforceable against any subsequent purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.

67. If any provision of this Agreement shall be determined to be void or unenforceable under the said 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 confirm to the said Act 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.

68. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other purchasers/allottees in the Project, the same shall be proportionate to the carpet area of the said

premises to the total area of all the premises in the Project.

69. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed/s of Lease / Conveyance, if any, and any other documents and writings required to be executed by the Promoters, shall be borne and paid by the Co-operative Society or other common organization of the purchasers. The Promoters shall not be held liable and/or responsible for the same or any of them.

70. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoters shall not be held liable and/or responsible for the same or any of them.

71. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

72. The rights and obligations of the parties under or arising out of this Agreement shall be construes and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that leasehold piece and parcel of land or ground/plot admeasuring about 3236.6 sq. mtrs., or thereabout forming

part of Survey No. 250, CTS No. 18C, of Revenue Village Mulund, Taluka Kurla, in the registration District of Mumbai Suburban District and bounded as follows:-

Towards North : 28 Feet Existing Road;

Towards South : CTS No.20 B;

Towards East : CTS No. 17;

Towards West : CTS No 19/5;

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

Flat No. _____ admeasuring ..... Square Meters (Carpet area) i.e. ..... Square Feet (Carpet area) on the ____ floor, in the building known as **"Green Origin"** being constructed on the aforesaid property more particularly described in the **FIRST SCHEDULE** hereunder written.

IN WITNESS WHEREOF THE PROMOTERS AND THE PURCHASERS HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED)
By the within named '**Promoters'**)
SHREEJI REALTIES PRIVATE LIMITED)
Through it's Director)
Mr. Sanjay Sampat Jain)
in the presence of :)
1.)
2.)

Photo

Left Thumb

SIGNED AND DELIVERED by the)

PROMOTER	PURCHASER (1)	PURCHASER (2)
x	x	x

Photo

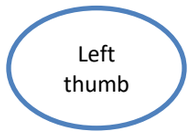
withinnamed **“FLAT PURCHASER/S”**)

_____)

in the presence of :)

1.)

2.)



RECEIPT

(Subject to realization of Cheques)

RECEIVED from the within named the PURCHASERS a sum of ...../- (Rupees _____ Only) being the amount of earnest money by them paid to us as per detailed below :

Sr.	Cheque	Dated	Drawn on	Amount

PROMOTER x	PURCHASER (1) x	PURCHASER (2) x

No.	**No.**		**Bank**	**in .**

WITNESSES: WE SAY RECEIVED

For **SHREEJI REALTIES PRIVATE LIMITED**

Director

(PROMOTER)

ANNEXURE – "G"

LIST OF AMENITIES AND FACILITIES:-

PROMOTER x	PURCHASER (1) x	PURCHASER (2) x

****

DATED THIS …….. DAY OF ……. 20….

SHREEJI REALTIES PRIVATE LIMITED

****

…Promoters

AND

MR./SMT./M/S.

…….

…Purchasers

PROMOTER	PURCHASER (1)	PURCHASER (2)
x	x	x

AGREEMENT FOR SALE

of

Flat Premises No. _____, _____ Floor

“Green Origin”