AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at MUMBAI, on this_____day of_____, in the Year 2023/2024

BETWEEN

Messrs D. D. INFRA – PAN NO AATFD9508K, a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Office B – 515, Kanara Business Center, Opp. Ghatkopar Andheri Link Road, Behind Everest Garden Building, Ghatkopar (East), Mumbai – 400075 represented by its Authorized Partners **(1) MR. KAUSHIK JAGANNATH JOSHI** (2) **MR. TULSIDAS DAMJI DAMA** and (3) **MR. PRATIK MANILAL DIWANI** hereinafter referred to as "**THE DEVELOPER/PROMOTER**" (which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include its successors – in-interest, executors, administrators and permitted assignees, including those of the respective partners),

AND

Mr./ Mrs. _____ – Aadhar No. _____, Pan No._____ Son / Daughter of _____ aged about ___ years, and **Mr./Mrs. _____ – Aadhar No._____, Pan No.** _____Son / Daughter of_____aged about years, residing at _____ _____hereinafter called "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning there of mean and be deemed to include his/her heirs, legal representatives, executors, administrators successors in interest and permitted assignees).

The Developer and **Allottee** shall hereinafter collectively be referred to as the "Parties" and individually as Party".

WHEREAS :

A. The Maharashtra Housing and Area Development Authority, hereinafter referred to as the said **MHADA**, a statutory Corporation constituted under Maharashtra Housing and Area Development Act, 1976, is seized and possessed of and/or otherwise well & sufficiently entitled to piece and parcel of the land admeasuring 709.61Sq. mtrs or (_____Sq.mtrs as per Lease Deed. +_____Sq. mtrs Tit Bit area) bearing Survey No. 236A, C.T.S. No.184 Pt being part of MHADA larger land at Pant Nagar, Ghatkopar (East). Mumbai – 400075 of District Kurla within Registration District of Mumbai Suburban, hereinafter referred to as the "**Project Land**".

B. The said MHADA in pursuance to the Scheme of Government of India constructed building No. 104 on the said Project Land along with other

buildings. All the allottees/purchasers **consisting 32** tenements in the building No. 104 have formed and registered a Co-operative Housing Society Ltd., known as "**Pant Nagar MAKARAND Co-op. Housing Society Ltd.,"** a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. No.BOM/(WN)/HSG/(OH)1297 DATED 22/05/1984 and having their registered office at Building No. 104, at No.104, Sant Dnyaneshwar Marg, Pantnagar, Ghatkopar (East), Mumbai- 400075, hereinafter referred to as "**the said Society**". The said building No. 104 is hereinafter referred to as the "**said Building**".

C. The said Project Land and the said Building is hereinafter collectively referred to as **the said Property** and more particularly described in the **First Schedule** hereunder written.

D. The said MHADA under a registered Lease Deed dated 30-09-1992leased out the said project land being the land situated and lying underneath and appurtenant to said building in favor of the said Societyfor a period of 99 years on the terms and conditions contained in the said lease deed with a benefit and right to construct new building if so permitted by the concerned authority and simultaneously, in terms of Sale Deed dated 30-09-1992, said MHADA conveyed, granted and assured saidBuilding unto the said Society. The said building having Ground + 2 Floors structures standing on the said project Land, consisting of 32 residential tenements.

E. Under the circumstances, the said Society became the lease hold owner of the said project land and absolute owner of the said Building.

F. Since the said Building being in the dilapidated condition and outlived its utility, the said Society have decided to demolish the said Building and re-develop/construct a new building by utilizing the entire F.S.I. available & permissible by MHADA and other authorities on the said project Land under regulation 33(5) of DCPR, 2034.

G. The said Society therefore, called for the sealed tenders/quotations from professional builders in this field for the re-development of the said Property. The Developer have forwarded their proposal for the re-development to the said Property. The said Society comprising of 32 members in its Special General Body meeting held on 12-06-2022 from amongst the various proposals received, unanimously approved the proposal of the Developer and passed a resolution to that effect.

H. By virtue of Development Agreement dated 27-01-2023 registered with the Sub Registrar of Assurances Kurla-1, on 27-01-2023 vide registration no. KRL-1/1887/2023, Mumbai entered into between the said Society and **32** members of the said society being owners of their respective tenements and the Developer, the said Society granted unto the Developer the development rights on the terms more particularly described therein in

respect of the said Property whereby the Developer became entitled to demolish the said Building i.e. building No. 104 standing on the said project land and construct a new building comprising of Ground +16 floors, hereinafter referred to as "**new building"** by utilizing the entire FSI available on the said property and also by bringing in TDR from outside or from MHADA in the form of additional FSI/Area subject to the prevailing applicable laws as per regulation 33(5) of DCR 2034 at the cost of The Developer;

I. Pursuant to the said Development Agreement, the said Society has also executed the Power of Attorney in favor of the Developer registered under No KRL-1/_____/2023 Dated _____ with Sub-Registrar Assurances Kurla – 1, Mumbai at Mumbai.

J. Pursuant to the said Development Agreement, the Developer obtained the vacant possession of the said Building. All the said 32 members having vacated their respective tenements and each member has executed, registered / shall execute and register Permanent Alternate Accommodation Agreement with the Developer and the said society, the Developer have demolished the said Building;

K. The said 32 members have arranged the temporary alternate accommodation elsewhere at the cost of the Developer;

L. The Developer has appointed and entered into a standard Agreement with M/s. Consultants Combine (Mr. J.L.RATHOD) as Architect an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Developer has appointed M/s Paras Consultants (Mr. K. H. Shah) as Structural Engineer for the preparation of the structural design and drawings in respect of redevelopment of said property and the Developer accepted the professional supervision of the said Architect and the Structural Engineer till the completion of the new building;

M. Accordingly, the Developer has submitted the redevelopment proposal to MHADA/ Planning Authorities to get the aforesaid tentative plans duly approved by the MHADA / Planning Authorities and/or other relevant authorities through their aforesaid Architect for re-development of the said Project Land by demolishing the existing building i.e building no. 104 standing on the said project land and thereafter to construct a new building by utilizing the full potential of the available FSI on the final demarcated project land revised by MHADA vide letter bearing reference number _____ dated_____, authenticated copy is annexed herewith and marked **Annexure A** issued in favor of said society as per the prevailing policies of MHADA and Development Control Regulations and other relevant authorities of semi-government and/or Central Govt.

N. The Developer has got approved from the concerned local authority the plans, specifications, elevations, section and details of the new building upto 16 floors and have accordingly commenced the construction of the new building on the said project Land as per the sanctioned plans and specifications.

O. Under the circumstances mentioned above, the Developer has the sole and exclusive right to develop the said Property and to sell the Flats to the prospective allottees in the new building with the knowledge and consent of the society out of the free sale area coming to the share of the Developer, save and except the Flats earmarked for the existing members of the said Society in the new building, being constructed on the said project land by the Developer and to enter into agreement/s with the Allottee/s of the Flat on the terms and conditions as described herein contained and to receive the sale consideration in respect thereof in the name of **"M/s. DD INFRA".**

P. That pursuant to the application, the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY, a statutory Corporation constituted under the Maharashtra Housing and Area Development Act, 1976, (Mah.XXVIII of 1977), has issued No Objection Certificate (**NOC**) vide its Letter bearing NO. NO._____dated_____for the proposed redevelopment of the said property, authenticated copy is annexed herewith and marked **as Annexure B**.

Q. The MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY vide its Letter bearing .MH/EE/BP Cell/GM/MHADA-_____ issued INTIMATION OF APPROVAL (**IOA**) for the proposed redevelopment of the said property authenticated copy is annexed herewith and marked as **Annexure C**.

R. The Developer are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

S. The Developer, under normal conditions has proposed to construct new building comprising of Ground Commercial + 1st to 16th upper residential floors on the said project land accordance with the building plans, designs and specifications as approved and sanctioned by the MHADA / Planning Authorities with only such variations and modifications as the MHADA / Planning Authorities or the Developer may deem fit and as may be required due to development regulations, architectural and structural reasons and/or as the Promoter may consider necessary or may be requiredby any public authority or due to change in law to be made in them

T. The Allottee is offered a Flat bearing number ___ on the____ floor, (herein after referred to as the "said Flat") of the new Building called"**OM MAKARAND HEIGHTS**", Building no. 104, **PANT NAGAR MAKARAND CO-OPERATIVE HOUSING SOCIETY LTD** (herein after referred to as the said **"Building**") being the new building to be

constructed/being constructed on the said project land in pursuance of redevelopment of said property.

U. By virtue of the Development Agreement/Power of Attorney theDeveloper has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the allottee(s)/s of the Flats to receive the sale consideration in respect thereof;

V. On demand from the allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Developer's Architects **M/S. CONSULTANTS COMBINE OF MR. J.L.RATHOD** and of such 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 made thereunder;

W. The Allottee has satisfied herself/himself/themselves with regards to the title of the said property and of the Developer and the rights of theDeveloper to develop the same and has clearly understood the scope of theProject and the building to be constructed in the said project land which shall be completed by the Developer as mentioned in this Agreement;

X. The Developer has conducted due diligence in respect of said society title in the said property through their **ADVOCATE, MR. DINESH CHANDRA**, the authenticated copies of Certificate of Title dated ____2032 issued by Advocate of the Developer is annexed herewith along with authenticated copies of Property card and other relevant revenuerecord being property tax bill showing the nature of the title of the Developer to the project land on which the Flats are constructed or are to be constructed have been annexed herewith authenticated copy is annexed herewith and marked as **Annexure D collectively.**

Y. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s 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 herewith annexed as **Annexure E** is the authenticated copy of layout plan of thesaid project land and **Annexure F** is the authenticated copy of plan of flat.

Z. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building/s shall be granted by the concerned local authority.

AA. The Allottee has applied to the Developer for allotment of a Flat No. _____on _____floor in **OM MAKARAND HEIGHTS** situated on the piece and parcel of leasehold land bearing Survey No. 236A, C.T.S. No. 184(Pt) (, being part of MHADA larger land of Village Ghatkopar -Kirol, District Kurla, within registration District of Mumbai Suburban.

BB. The Developer has accordingly commenced construction of the said building in accordance with the said proposed plans.

CC. The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balconyappurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

DD. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein.

EE. The Parties relying on the confirmations, representations and assurances ofeach other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

FF. Prior to the execution of these presents the Allottee has paid to the Developer a sum of Rs._____ (Rupees _____ only, being part payment of the sale consideration of the said Flat agreed to be sold by the Developer to the Allottee as advance payment (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

GG. The Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, hereinafter referred to as said Act with the Real Estate Regulatory Authority at No. _____, authenticated copy of registration certificate is annexed herewith and marked as Annexure G.

HH. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby

agrees to sell and the Allottee hereby agrees to purchase the said Flat and the covered parking (if alloted and applicable) in the new building known as **" OM MAKARAND HEIGHTS ",** Building No. 104, PANT NAGAR MAKARAND CHSL, for a total consideration of Rs. _____/- (Rupees _____Only).

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

1. The Developer shall, under normal conditions construct new building comprising of Stilt Ground Floor – Commercial + 1st to 16th upper residential floors on the said project land accordance with the building plans, designs and specifications as approved and sanctioned by MHADA / Planning Authorities with only such variations and modifications as the MHADA / Planning Authorities or the Developer may deem fit and as may be required due to development regulations, architectural and structural reasons and/or as the Promoter may consider necessary or may be required by any public authority or due to change in law to be made in them from time to time.

   Provided that the Developer shall have to obtain prior consent in writing of 2/3rd of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the allottee the residential premises being flat no. on the ___floor of carpet area admeasuring_____sq mtrs in the new building known as "**OM MAKARAND HEIGHTS** ", Building No. 104, **PANT NAGAR MAKARAND CO-OPERATIVE HOUSING SOCIETY LTD** (hereinafter referred to as "the said Flat") which is more particularly described in the **Second Schedule** and asshown in the floor plan thereof which is annexed herewith and marked as **Annexure H** for consideration of Rs_____including the proportionate price of the common areas and facilities appurtenant to the said flat.

(ii) The Developer hereby agrees to allot to the Allottee_Car parking spaces in the stilt / PIT constructed in the layout and the number and location will be given at the time of possession of the said flat..

(iii) The Allottee shall not have any right over the car parking space unless allotted to them specifically.

(iv) The Parking space if and when allotted to the Allottee shall be used only for parking their vehicles and shall not use such parking space for keeping or storing any article, thing, materials, etc.

1(b) The total aggregate consideration amount for the Flat is Rs. _____(Rupees_____only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not

exceeding 10% of the total consideration) as advance payment or

application fee and hereby agrees to pay to the Developer the balance amount of Rs_____(Rupees_____) provided in Schedule hereunder.

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be
paid to the Promoter after the execution of Agreement

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

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

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

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

vi. Amount of Rs...../-(.....) (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...../-(.....) (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...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancycertificate or completion certificate.

1(d) The Total Price/ Consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of Goods and Services Tax (GST), 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 Developer up to the date of handing over the possession of the said flat.

1(e) The Total Price/Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and

agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competentauthorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @12% p.a for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is completed and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three 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 above the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the 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 Allottee, the Developer shall 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 Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her their name as the Developer may, in its sole discretion,

deem fit and the Allottee hereby agrees and undertakes not to object to the same or demand from or direct the Developer to adjust his paymentin any manner.

2.1 The Developer hereby agrees to observe, perform and comply with allthe terms, conditions, stipulations and restrictions if any, which mayhave been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said flat.

2.2. Time is essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee after receiving the Occupation Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meet the other obligations under this Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1(c) herein above. ("Payment Plan").

2.3 Upon revocation, cancellation or termination of these presents all agreements, contracts, etc. entered into or executed in pursuance of or dependant on these presents in respect of the demised premises, extra amenities, etc. shall automatically and with immediate effect stand revoked, terminated and cancelled and that the Allottee / Purchasers shallnot have any right under these presents or in such agreements as aforesaid and in the event he has got the possession of the said flat he shall be liable to return and hand over the possession of the same to the Developer forthwith and in that event the Allottee shall not have any right, claim, title and interest in the said flat or under these presents or any other agreement and shall be liable to execute / return all necessary deeds, documents, etc. for formal revocation, cancellation or termination of any agreement as stated above.

3. The Developer hereby declares that the Floor Space Index available as ondate in respect of the project land is_____square meters only and Developer has planned to utilize Floor Space Index of_____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentionedin the Development Control Regulation 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. The Developer has disclosed the Floor Space Index of _____as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the

Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the said flat 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 Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer, interest as specified in the Rule**,** 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 payable by the Allottee(s) tothe Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 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 proportionate share of taxes rates, cesses, other charges, betterment charges and all other outgoings levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Developer shall at his own option, without prejudice to their other rights and remedies, be entitled to terminate this Agreement:, Provided that, Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post A/D at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Developer and the Developer shall be at its sole discretion shall be entitled to deal with the said flat including creating third party rights thereof without any further reference to the allottee without any kind of protest or demur on the part of the Allottee.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts of standard brand to be provided by the

Developer in the said building and the Flat as are set out in **Annexure 'I'**, annexed hereto.

6.1 The Developer shall give possession of the Flat to the Allottee on or before provided the Developer have received the full purchase price of the said premises and other amounts payable by the Allottee to the Developer under these presents. If the Developer fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date thenthe Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at thesame rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of new building in which the Flat 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.

7.1 **Procedure for taking possession** - The promoter upon obtaining certificate for occupation and use from the competent authority (ies)

subject to the purchaser(s) having fulfilled all his/her/its obligations under this agreement, and has paid full purchase consideration amount alongwith applicable Goods & Services Tax, TDS contribution, maintenance charges, outgoings and any other amount payable shallwithin 7 days from the date of receipt of the Occupancy Certificate of thesaid project, offer in writing, to the purchaser(s) to possess, occupy and use the said flat in terms of this agreement within 15 days from the date of issue of such offer and the Developer/ promoter shall handover and give possession of the said flat to the purchaser(s) for his/her/their occupation and use subject to the purchaser(s) having complied with all the terms and conditions of this agreement and is not in default under any of the provisions of this agreement and has complied with all provisions, formalities, documentation etc. as may be prescribed by the Developer/ promoter in this regard.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Developer to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Developer as per clause 7.1, the Allottee shall take possession of the said flat 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 flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his 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 the Act.

7.5 After delivery of the possession of the said flat agreed to be purchased by the Allottee, the Developer or anybody on his behalf shall be entitled to take inspection of the flat and/or parking space allotted to the Allottee with reasonable notice of 48 hours and the Allottee shall accord all the facilities to enable the Developer or anybody on his behalf to take inspection and shall not cause any obstruction in the Developer's or anybody on his behalf taking such inspection of the flat.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He / She shall use the alloted car parking space only for purpose of keeping or parking own vehicle.

9. The Allottee alongwith other allottee(s)s of flats in the new building shall join in the Society and for this purpose also from time to time sign and execute the application and/or membership and the other papers and documents necessary for of the Society for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developer/ Promoter within seven days of the same being forwarded by Developer/ the Promoter to the Allottee, no objection shall be taken by the Allottee if any, changes or modifications are made in the bye-laws of the Society. The Allottee shall abide by the byelaws of the said society.

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.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the 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 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

9.2. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land

on which the building with multiple wings or buildings are constructed.
In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

9.3 Within 15 days after notice in writing is given by the Developer to the Allottee that the Flat 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 Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until PANT NAGAR MAKARAND CO-OPERATIVE HOUSING SOCIETY LTD take over the charge of the new building after the Developer receiving the Occupation Certificate, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until the management of the said Building is handed over to the Said Society. On such handing over of the said new Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the said Society.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

i. Rs. 1,001/- for share money, application entrance fee of the said Society.
ii. Rs._____for joining charges the said society.
iii. Rs._____towards provisional monthly contribution towards proportionate shares of taxes and other charges, levies being outgoings of said Society.
iv. Rs_____for deposit towards water, electricity and other utility and service connection charges

11. The Allottee shall pay to the Developer a sum of Rs._____for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER -.

The Developer hereby represents and warrants to the Allottee as follows:

i. The Developer has Development rights and clear and marketable title as declared in the title report to carry out the development upon the project land and also has actual, physical and legalpossession of the project land for the implementation of the Project;

ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 Project, project land, Building and common areas;

vi. 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;

vii. 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 project land, including the Project and the said flat which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement;

x. 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 said project to the competent Authorities for the period ending till the possession of the said flat;

xi. 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 project land and/or the Project except those disclosed in the title report.

xii. The said Building may be constructed with deficient open space..

xiii. The Developers / Promoter has availed an installment facility as regards various payments to be made to the MCGM / MHADA / Planning authorities in respect of the Project and the Purchaser has read and understood the terms and conditions contained in the Circular dated 17th September, 2019 bearing reference no. CHE/DP/14770/ Gen issued in respect thereof.

xiv. The Promoter shall deposit the Sale Consideration in a separate account as required under RERA as more particularly described in the Third Schedule written hereunder.

xv. The construction/ development of the Project *(as defined* herein*)* on the said Project Land, is proposed as a real estate project by The Developer / the Promoter and has been registered as a 'real estate project' with the Maharashtra Real Estate Regulatory Authority ("**RERA Authority**") under the provision of Real Estate (Regulation and Development) Act, 2016 ("**RERA**"). Accordingly, the RERA Authority has duly issued a Certificate of Registration bearing registration no. [_____] dated [_____2023] for the Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed hereto as **Annexure** "___";

xvi. The Promoter shall be entitled to seek extension for Project completion in terms of Section 6 of RERA read with Rule 7 of RERA Rules.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with theDeveloper as follows :-

i. To maintain the said Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or

to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and agree to restore / compensate from his own cost & expenses to the concerned person / authority / Developer.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat 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 building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to theconcerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building

in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by theconcerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

viii. 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 Flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 Flat until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.

ix. The Allottee shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 publicbodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x. The Allottee has prior to the execution of this Agreement satisfied himself/herself/itself/ themselves about the title of the saidproperties described in the First and Second Schedule hereunder written. The Allottee has also prior hereto satisfied himself/herself/itself/themselves of the F.S.I. available and consumed on the said scheduled Properties described hereunder written.

xi. Till the handing over of the building in which Flat is situated is executed to the said Society, the Allottee shall permit the

Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and uponthe said buildings or any part thereof to view and examine the state and condition thereof.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only forthe purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of thesaid Plot and Building or any part thereof. The Allottee shall have noclaim save and except in respect of the Flat hereby agreed to be sold tohim and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said building is transferred to the said Society as hereinbefore mentioned.

The Promoter shall have first lien and charge on the said premises agreed to be acquired by the Allottee in respect of any amount payable by the Allottee under the terms and conditions of this Agreement.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take suchsaid Flat.

18. BINDING EFFECT

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 along with the payments due as stipulated in the Payment Plan 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(s) 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 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 fromthe 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 returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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 Flat/ building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be

reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed atGhatkopar, Mumbai.

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

27. 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/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
_____

(Allottee's Address)
_____

Notified Email ID:_____

M/S. DD INFRA

Notified Email ID: _____

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered 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.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. **STAMP DUTY AND REGISTRATION** :-. It is clarified that, in the event the Developers / Promoter intends to avail the benefit of Government Resolution dated 14th January, 2021 bearing reference no. TPS-1820/AN-27/P.K.80/20/UD-13 issued by Urban Development Department, State of Maharashtra by making payment of requisite stamp duty on this Agreement on behalf of the Purchaser/s and thereby availing reduction/ concession in payment of premium as per the DCPR, 2034, then in that event, the Promoter shall be entitled to avail such benefits as mentioned in the aforesaid resolution and accordingly, shall comply with the terms and conditions stipulated therein. The Purchaser/s agrees and undertakes to render all co-operation and sign all undertakings, certificates and writings as may be required by the Promoter/ concerned authorities in the event the Promoter avails such benefits including as aforesaid.

30. **DISPUTE RESOLUTION**:- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the /Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

All that piece and parcel of leasehold land admeasuring_____Sq. mtrs or. bearing Survey No. 236A, C.T.S. No. 184/C(184 Pt) being part of MHADA larger land of Village Ghatkopar -Kirol, District Kurla, within registration District of Mumbai Suburban alongwith building no. 104 having total built up area of (709.61***S**q.mtr. as per Lease Deed dated 30-09-1992 + tit bit area of 47.06 Sq.mtr.) thereabout, situated in `N' Ward of Municipal Corporation of Greater Mumbai bearing Property Assessment No. NX0308030010000 at Ghatkopar (East) Mumbai 400075 and bounded as follows:

On or towards the North	: Building No. 103
On or towards the South	: Encroached Area
On or towards the East	: 40`-0" wide road

On or towards the West : Nallah.

Second Schedule Above Referred to

All that residential flat bearing no. _____ admeasuring _____ sq Meters (_____Sq. Ft.) carpet area on the__floor of the building known as "**OM MAKARAND HEIGHTS** " Building No. 104, Pant Nagar MAKARAND Co-operative Housing Society ltd, situated at_____, Pant Nagar, Ghatkopar East, Mumbai – 400075 lying and being at C.T.S. No. 184(Pt) Village Ghatkopar Kirol of District Kurla within Registration District of Mumbai Suburban.

Third Schedule Above Referred to

(Rera Bank Account Details)

Account Holder's name :

Bank Name :-

Address :

Account Number :

IFSC CODE :

SIGNED AND DELIVERED)
BY THE WITHINNAMED)
DEVELOPER)

DD INFA)

Through its partners)

Mr._____)

In the presence of

SIGNED AND DELIVERED BY

WITHINNAMED ALLOTEE

Mr_____

In the presence of

LIST OF ANNEXURES

Annexure A: Authenticated copy of Letter of Demarcation issued by MHADA dated

Annexure B: Authenticated copy of NOC issued by MHADA dated

Annexure C: Authenticated copy of Intimation of Approval issued by MHADA

Annexure D: Authenticated copy of Certificate of Title by Advocate dated _____and Property Card.

Annexure E: Authenticated copy of Layout Plan of said land.

Annexure F: Authenticated copy of Layout Plan of Flat

Annexure G: RERA registration Certificate

Annexure H: Authenticated copy of Floor Plan.

Annexure I: List of Amenities

RECEIPT

Received of and from the Allottee above named the sum of Rs._____ (Rupees _____on execution of this agreement towards Earnest Money Deposit or application fee.

WE SAY RECEIVED

M/S. DD INFRA

Partners

The Developer/s.

In the presence of

Amount (Rs)	Percentage of Payment	Description
Rs		