

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**this Agreement**”) is made at Mumbai on this _____ day of

_____ 202_____

BETWEEN

M/S. D. D. DEZINES GROUP, PAN: AASFD0321P, a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its registered office address at B-515, Kanara Business Center, Ghatkopar-Andheri Link Road, Ghatkopar (East), Mumbai-400075 and email id-dddezinesgroup01@gmail.com, hereinafter referred to as “**PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners or partner for the time being of the Promoter, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their permitted assigns) of the **ONE PART**;

AND

_____, (PAN: _____), having address at _____, hereinafter referred to as the “**PURCHASER(S)**” or interchangeably as “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual(s), his/her/their respective heirs, executors, administrators, and permitted assigns; (b) in case of a Partnership Firm, its partners for the time being, the survivors or the last survivor of them and heirs, executors, administrators or the permitted assigns of such last survivor of them; (c) in case of Hindu Undivided Family, the HUF, the members and the coparceners of HUF and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member; and (d) In case of a Company, LLP and body corporate, its successors and permitted assigns) of the **OTHER PART**:

(The Promoter and the Purchaser(s) are, wherever the context so requires, hereinafter individually referred to as “**Party**” and collectively as the “**Parties**”).

WHEREAS:

- A. By virtue of a registered Deed of Conveyance (Deemed/Unilateral) executed and registered on January 2, 2020, Ghatkopar Sonal Apartments Premises Co-operative Society Limited, a Co-operative Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 having Registration No. BOM/GEN/858 of 1975 dated 16-10-1975 (hereinafter referred to as “**Sonal Apartments Society**”) has been the absolute owner of piece or parcel of land or ground together and structure standing thereon comprising of Ground plus three upper floors consisting of total 42 tenements i.e. 21 Residential flats and 21 Commercial Units (Shops) (“**Building**”) situated at Plot No. 171, admeasuring in total 1762.60 sq meters (after set back 1607.82 sq.mtrs.) bearing CTS No. 2055, 2056 & 2057 admeasuring 267.60, 13.90 and 1481.10 sq mtrs respectively (“**the Plot**”) of Village Ghatkopar-Kirol situated at L.B.S Marg, Ghatkopar-(West), Mumbai-400086 in the revenue Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and assessed by the Mumbai Municipal Corporation under “N” Ward. The said Plot is more particularly described in the First Schedule hereunder written. The said Plot and the Building shall collectively be referred to as “**the property of Sonal Apartments Society**”. The latest property card of the said Plot is in the name of the Mr. Himmatlal, Mr. Juswantlal and Mr. Mahendralal (Sons of Jamnadas Chhotalal Dani), i.e the Developers/Vendors of the said Plot.
- B. The Building was constructed in and around in 1973 and demanded extensive repairs and maintenance. Thus, in the year 2023, considering the situation of the Building and the cost of repairs and maintenance, the Sonal Apartments Society decided to appoint a Developer for redevelopment of the Building.
- C. The Sonal Apartments Society by the consent of the majority of their members decided to call for the offer letters from the developers who are interested in redeveloping/ reconstructing the Building in its extra-ordinary general body meeting held on 4th June 2023.
- D. The Sonal Apartments Society received 3 (three) offer letters for redevelopment/reconstruction of the Property. The offer letters were received from (i) Sanghvi Lifespace Private Limited on

18th July 2023, (ii) D D Dezines Group on 30th July 2023 and (iii) Silicon Lifespaces LLP on 12th August 2023.

- E. After scrutinizing the said offer letters and conducting the necessary due diligence, the Sonal Apartments Society by consent of majority of members passed a special resolution on 10 February 2024 in its Special General body meeting under Section 79A of the Maharashtra Co-operative Societies Act, 1960 appointing the Promoter herein to carry out the redevelopment of the property of Sonal Apartments Society under regulation 33(7)(B) of the Development and Control Promotion Regulations for Greater Mumbai, 2034 (“**DCPR, 2034**”) with any amendment, benefit, relaxation to be implemented in the future.
- F. The majority of the members of the Sonal Apartments Society gave their respective irrevocable consent on February 10, 2024 for appointment of the Promoter for the demolition and reconstruction of the property of Sonal Apartments Society under regulation 33(7)(B) of DCPR, 2034 to the Sonal Apartments Society.
- G. The appointment of the Promoter and the Irrevocable Consent of all the members of the Sonal Apartments Society has crystallized in the execution of the Development Agreement dated July 03, 2024 between the Promoter, the Sonal Apartments Society and its existing members which is registered with the Sub-Registrar of Assurances at KRL-1 under Serial No. 13996/20234 (hereinafter referred to as “**Development Agreement**”). Simultaneously, the Sonal Apartments Society also executed Power of Attorney dated July 03, 2024 registered with the Sub-Registrar of Assurances at KRL-1 under Serial No. 14003/2024 in favour of the Promoter herein represented through its partner Mr. Tulsidas Damji Dama and Mr. Pratik Manilal Diwani (hereinafter referred to as “**POA**”).
- H. The Promoter obtained the Intimation of Disapproval (“**IOD**”) in favour of the Sonal Apartments Society for developing the property of Sonal Apartments Society vide letter dated October 01, 2024 bearing File no. P-21974/2024/(2055 AND OTHER)/N WARD/GHATKOPAR KIROLO/IOD/1/NEW Dated- 01 October 2024.
- I. Thus, the Promoter holds a clear development rights by Sonal Apartments Society for the redevelopment of the said Plot by virtue of registered and duly executed Development Agreement.

- J. At present, as per the IOD dated October 01, 2024, the Promoter is entitled to construct on the said Plot, the New Building consisting of Basement parking, Commercial Shops on the ground floor with and without basement / 1st floor of the New Building to be allotted to the existing members owning commercial units, remaining commercial units as a Free Sale Area, Second floor for parking, 3rd floor to 11th floor for residential flats in accordance with the approvals of the concerned authorities and applicable law, rules and regulations (“**the said New Building**”).
- K. The Allottee/s is offered a residential Flat / Shop No. _____ admeasuring _____ sq. ft. RERA Carpet area equivalent to _____ sq. mtrs. RERA Carpet area on the _____ floor (hereinafter referred to as “**the said Premises**”) in the New Building known as “**Om Sonal Heights**” along with _____ number of car parking/s at Basement level _____ / Podium level _____.
- L. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- M. The Promoter has registered the Project under the provisions of the Act with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) with the Maharashtra Real Estate Regulatory Authority at Mumbai, Maharashtra bearing no. P_____; an authenticated copy is attached in “**Annexure -A**”;
- N. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- O. By virtue of the Development Agreement / Power of Attorney dated 04/07/2024, the Promoter is having the sole and exclusive rights to redevelop the said Plot, to sell the Free Sale Units in the said New Building to be constructed by the Promoter on the said Plot (save and except the units reserved for the members of the Sonal Apartments Society) and to enter into agreement/s with the Allottee(s) of the Free Sale Units in the said New Building to be constructed thereon and to receive the purchase price/sale consideration in respect thereof.
- P. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot, the plans, designs and specifications prepared by the Architect Bhavana Tulsidas Bhanushali and of such other documents including the LOI, IOD,

Full Commencement Certificate and Approved Plans, as are specified under the said Act and the Rules and Regulations made thereunder;

- Q. The Rera carpet area of the said Premises is ____sq. ft. and “Rera carpet area” plus ____ sq. ft. Rera carpet area of balcony **admeasuring to a total of ____ sq.ft. Rera Carpet Area** means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive of balconies appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Premises.
- R. The authenticated copy of the Certificate of Title issued by Advocate Sunil Vichare and authenticated copies of Property Register Cards of the lands bearing CTS No. 2055, 2056 & 2057 showing the nature of the title of the Promoter to redevelop the said Plot on which the Project is being constructed have been annexed hereto and marked as “**Annexure -B**” and “**Annexure- C**” respectively;
- S. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority according to which the construction of the said Premises is proposed to be provided has been inspected by the Allottee/s and the copies of the approved Layout, LOI, IOD, Full Commencement Certificate of the proposed new building on the said Plot have been annexed hereto and marked as “**Annexure D (colly)**”.
- T. The authenticated copies of the plans and specifications of the said Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local concerned authority and shown in Red Colour hatched lines has been annexed and marked as “**Annexure E**”.
- U. The Promoter 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 New Building.
- V. While sanctioning the 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

Promoter while developing the said Plot and the said New Building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said New Building shall be granted by the concerned local authority.

- W. The Promoter has accordingly commenced construction of the said New Building in accordance with the said proposed plans.
- X. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- Y. Prior to the execution of this Agreement, the Allottee/s has/have paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the total agreed sale consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the total agreed sale consideration in the manner hereinafter appearing.
- Z. The Promoter is required to execute this written Agreement for sale of the said Premises with the Allottee/s under Section 13 of the said Act, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 to more effectively transfer the title of the said Premises to the Allottee/s herein.
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the said Premises for the consideration and on the terms and conditions hereinafter contained.

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

1. The Recitals shall form an integral part of this Agreement and shall be read along with the terms and conditions mentioned hereunder.

2. **Promoter's right of development and acceptance thereof by the Purchaser's:**

2.1 The Purchaser(s) hereby declares and confirms that he/she/they/is/are aware that the Sonal Apartments Society is the owner of the said Property, and that the Promoter is appointed by both the Sonal Apartments Society for the redevelopment of the property of Sonal Apartments Society and that the Promoter shall have full right and power to develop the said Property in accordance to the said Development Agreement.

2.2 The Promoter shall construct the said Project known as "**Om Sonal Heights**" being the New Building consisting of Basement parking, Commercial Shops on the ground floor with and without basement / 1st floor of the New Building to be allotted to the existing members owning commercial units, remaining commercial units as a Free Sale Area, Second floor for parking, 3rd floor to 11th floor for residential flats on the said Plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

3. **Purchase of the Said Premises and Sale Consideration**

3.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee residential Flat/Commercial Shop No. admeasuring sq. ft. (Rera Carpet area) equivalent to sq. metres (Rera Carpet area) on the floor, ____ Wing of the Project known as **Om Sonal Heights** (hereinafter referred to as "**the said Premises**") along with ____ number of car parking/s at _____ level (hereinafter collectively referred to as "**Car Parking Space**") as shown in the Floor plan thereof hereto annexed and marked as "**Annexure - F** " for the all-inclusive consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent

and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing no. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout for the consideration of Rs. _____ /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout for the consideration of Rs. _____ /-

OR

(iii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration.

3.b The total aggregate consideration amount for the said Premises including covered parking spaces is thus Rs. _____ /-.

3.c The Allottee has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____ only) (subject to Deduction of Tax at Source [TDS] as per the Income Tax Act, 1961, if applicable) (not exceeding 10% of the total consideration) as advance payment paid by the Allottees to the Promoter on or before the execution hereof the payment and receipt whereof the Promoter hereby admit and acknowledge. The advance amount and the balance amount shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account

and RERA Designated Transaction Bank Account having Account No. _____
and _____ respectively. The balance amount of Rs(Rupees
.....Only) out of the total consideration shall be paid by the Allottee/s
to the Promoter [subject to Deduction of Tax at Source (TDS) as per the Income Tax Act,
1961, if applicable] in the following manner :-

- a) Rs. _____/- (Rupees _____ only), being 10%,
payable by the Allottee to the Promoter on or before execution of this Agreement
hereof,
- b) Rs. _____/- (Rupees _____ only), being 20%,
payable by the Allottee to the Promoter after the execution of this Agreement hereof,
- c) Rs. _____/- (Rupees _____ only), being 15%,
payable by the Allottee to the Promoter on completion of Plinth/Foundation stage,
- d) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 1st Slab,
- e) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 2nd Slab,
- f) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 3rd Slab,
- g) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 4th Slab,
- h) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 5th Slab,
- i) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 6th Slab,
- j) Rs. _____/- (Rupees _____ only), being 4%, payable
by the Allottee to the Promoter on or before completion of 7th Slab,
- k) Rs. _____/- (Rupees _____ only), being 4%, payable

by the Allottee to the Promoter on or before completion of 8th Slab,

l) Rs. _____/- (Rupees _____ only), being 4%, payable

by the Allottee to the Promoter on or before completion of 9th Slab,

m) Rs. _____/- (Rupees _____ only), being 4%, payable

by the Allottee to the Promoter on or before completion of 10th Slab,

n) Rs. _____/- (Rupees _____ only), being 4%, payable

by the Allottee to the Promoter on or before completion of 11th Slab,

o) Rs. _____/- (Rupees _____ only), being 3%, payable

by the Allottee to the Promoter on or before completion of 12th Slab,

p) Rs. _____/- (Rupees _____ only), being 2%, payable

by the Allottee to the Promoter on completion of walls, internal plaster, staircases, lift

wells, lobbies up external plaster, elevation to the floor level on the apartment,

q) Rs. _____/- (Rupees _____ only), being 2%, payable

by the Allottee to the Promoter on completion of the external plumbing and flooring,

doors and windows, sanitary fittings, terraces with waterproofing of the building or

wing in which the apartment is situated,

r) Rs. _____/- (Rupees _____ only), being 2%, payable

by the Allottee to the Promoter on completion of the lifts, water pump, electrical

fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth

protection, paving of areas appertain and all other requirements as may be prescribed,

s) Rs. _____/- (Rupees _____ only), being 2%, payable

by the Allottee to the Promoter on or before receipt of Occupancy Certificate by the

Promoter.

- 3.d The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not be obliged to accept amounts from any person

other than the Purchaser(s) herein. The Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only. The source used for making payments of the Total Consideration shall not be tainted or considered as 'proceeds of crime' under the Prevention of Money Laundering Act, 2002.

3.e The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Further it shall be the sole responsibility of the Purchaser(s) to get disbursed the amounts from the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser(s) alone shall be liable to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.

3.f On the installment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such installment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 7 (Seven) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s)

agree/s that in the event of non-payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.

- 3.g Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser(s) by RPAD/courier/email/hand delivery at the address of the Purchaser(s) mentioned in this Agreement or by email on Purchaser(s)'s email address. Along with said demand letter, the Promoter shall enclose certificate of Architect, *inter-alia*, certifying the completion of such stage. The certificate of the architect shall be conclusive proof of completion of such stage.
- 3.h The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax ('GST') and Cess or any other similar taxes which may be levied at present or in future, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises. The Allottee/s shall be liable to bear and pay/reimburse the GST and all other taxes applicable on purchase of the said Premises. The Allottee/s agree/s to indemnify and keep indemnified the Promoter against the payment of GST, penalty, losses, cost and consequences which may be incurred or suffered by the Promoter on account of any type of recovery proceedings for recovery of GST or any other such taxes as applicable, which may be initiated against the Promoter for construction/sale of the said Premises.
- 3.i It is agreed that the Allottee/s shall pay in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) the said consideration amount or instalment thereof, after deducting the applicable TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of

the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act.

- 3.j The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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/s, which shall only be applicable on subsequent payments.
- 3.k The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3. (a) of this Agreement.
- 3.l The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over

possession of the said Premises to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the said Premises.

5. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Premises to the Allottee/s and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s 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 Promoter as provided in clause 3(c) herein above. (**“Payment Plan”**).
6. The Promoter hereby declares that the Floor Space Index (**“FSI”**) available as on date in respect of the said Plot is 5,500 square meters only and Promoter has planned to utilize the same by availing of FSI by available under regulation 33(7)(B) of DCPR, 2034 including the FSI available in future during the course of the Project due to change in DCPR 2034, government policies, benefits, etc, which are applicable to the said Project on the terms and conditions mutually agreed with the Sonal Apartments Society with their written permission. The Promoter has disclosed the available Floor Space Index of 5,500 sq.mtrs on the said Plot in the said Project and Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
7. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
8. Without prejudice to the right of Promoter to charge interest in terms of Clause 7 above, on the Allottee/s committing default in payment on due date of any amount due and payable by

the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his/her/their own option, may terminate this Agreement:

PROVIDED THAT, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or e-mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Allottee/s to the Promoter.

9. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, to be provided by the Promoter in the said Project and the said Premises as are set out in **Annexure 'G'**, annexed hereto.

10. The Promoter shall give possession of the said Premises to the Allottee/s on or before..... day of20____. If the Promoter fails or neglects to give possession of the said Premises to the Allottee/s save and except on account of reasons beyond his control and of his agents, by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said Premises with interest at the same rate as may mentioned in the clause 7 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving delivery 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.

11. Procedure for taking possession :

11.1 The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the said Premises, to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice (“**Notice of Possession**”) and the Promoter shall give possession of the said Premises to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s shall be liable to bear and pay the maintenance charges, taxes and other outgoings in respect of the said Premises on the expiry of 15 (fifteen) days of receipt of the Notice of Possession whether the Allottee/s has taken the possession of the said Premises or not. The Allottee/s agrees to pay the maintenance charges, taxes and other outgoings as determined by the Promoter or association of Allottee/s or Purchasers. The Promoter on its behalf shall offer the possession of the said Premises to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the said Project .

11.2 The Allottee/s shall take possession of the said Premises within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Premises are ready for use and occupancy:

12. Failure of Allottee/s to take Possession of the said Premises

12.1 Upon receiving a written intimation from the Promoter as per clause 11.1, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 11.1, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

PROVIDED THAT if the Allottee/s and other purchasers of the premises in the said Project have not maintained their respective premises in good order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoters shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoter shall not be liable for any defect and maintenance of the same.

13. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence/office/show-room/shop for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.

14. CONVEYANCE, SOCIETY FORMATION AND INCLUSION OF ALLOTTEE/S AS MEMBER:

The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (4) (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied

due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

14.1 On receiving a written intimation from the Promoter, the Allottee/s shall within the time stipulated in the written intimation submit: (1) The photocopy of this Agreement, (2) All the requisite statutory forms, (3) A sum of Rs. _____ - being their Corpus contribution towards Sonal Apartments Society, (4) the requisite admission fee, (5) the requisite share money favoring the Sonal Apartments Society and all other documents as may be required and shall become the member/s thereof.

14.2 The Promoter shall issue a letter of intimation to the Sonal Apartments Society for the Flats / Commercial Units sold from the Free Sale Area with the details of the purchaser/s including the Allottee/s herein. The Sonal Apartments Society shall make such purchaser/s / Allottee/s as the members of the Society only after receipt of full Occupation Certificate cum Building Completion Certificate for the said Project.

14.3 The Allottee/s herein shall comply with all statutory formalities, bye-laws of the Sonal Apartments Society under the applicable laws.

14.4 The Promoter shall handover the accounts and management of the said Project to the Sonal Apartments Society on or after or within One year of receipt of Occupation Certificate cum Building Completion Certificate for the said Project and shall comply with all the statutory obligations prescribed under the law.

15. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the Plot, New Building and all other Common Areas, Common Facilities, Amenities, and Facilities 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, maintenance, repairs and preservation of the

said Plot and the said Project. Until the Allottee/s are admitted as the members of the Sonal Apartments Society as per the Clause 14 above, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution for one year of Rs. per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said New Building is executed in favour of the Sonal Apartments Society as per Clause 14 above. On such conveyance being executed for the structure of the said New Building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Sonal Apartments Society, as the case may be.

16. The Allottee/s shall on or before delivery of possession of the said Premises keep deposited with the Promoter, the following amounts :-

- (a) Rs. (Rupees _____ Only) for share money, membership fee, application entrance fee of the Society;
- (b) Rs. (Rupees _____ Only) for formation and registration of the Society.
- (c); Rs. (Rupees _____ Only) contribution towards proportionate Development Charges, Land under Construction Charges and other charges;
- (d) Rs. for proportionate share of taxes and other charges/levies in respect of the New Building and towards provisional monthly contribution towards outgoings of Society for a period of 24 (twenty-four) months.
- (e) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges.

17. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has clear and marketable title with respect to the Plot as declared in the title report annexed to this Agreement and has the requisite rights to carry out

development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the said Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- (iii) There are no encumbrances upon the Project land, there are no litigations pending before any Court of law with respect to the said Plot or the said Project except those disclosed in the title report;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Plot and said New 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 said Project, said Plot and said New Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Plot, New Building and common areas;
- (v) The Promoter 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/s created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, including the said Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (viii) The Promoter 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;

(ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Plot and/or the Project except those disclosed in the title report.

(x) After obtaining Occupation Certificate in respect of the said Project, if there are any unsold residential flats/Commercial Shop in the said Project, the Promoter shall be liable to pay the outgoing charges towards maintenance, property taxes, electricity charges etc. in respect of such unsold residential flats/ Commercial Shops from the date of handing over of possession to the Sonal Apartments Society / Existing members / purchasers till such date that the sale/ registration in purchaser's names is completed.

(xi) After the period of 12 months from the date of receipt of Occupation Certificate, if any residential flats / Commercial Shops remains unsold, the Promoter shall become a member of the Sonal Apartments Society by paying the fees as stipulated in the Development Agreement executed with the Sonal Apartments Society and pay the maintenance charges like any flat/Shop purchaser.

18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Promoter as follows :-

(a) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken or deemed to be taken and shall not do or suffer to be done anything in the said Premises or the New Building or the land on which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.

- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Premises or the New Building in which the said Premises 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 areas, common facilities or any other structure of the New Building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the said Premises or the areas of the New Building in which the said Premises is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Premises or the New Building in which the said Premises is situated 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (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 of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Premises or the New Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 New Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Sonal Apartments Society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot, the said Premises and the New Building in which the said

Premises is situated or any part thereof, if any or whereby any increased premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the New Building in which the said Premises is situated.
- (g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Premises or to the Common Areas of the said Project.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- (i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up unless approved by the Promoters, who may at their sole discretion permit/confirm the same.
- (j) The Allottee/s shall observe and perform all the rules, regulations and bye-laws of the Sonal Apartments Society wherein the Allottee/s shall be admitted as a Member. The Allottee/s shall observe and comply with all the rules and regulations which the Sonal Apartments Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Sonal Apartments Society regarding the occupancy and use of the said Premises in the New 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.

- (k) Not to assign/let out/ rent/ sell the said Premises to any person(s) who are falling under the restrictive list of the Development Agreement. The said restrictive list is hereto specified in Schedule Fourth of the present Agreement.
- (l) Till a conveyance is executed in the manner herein stated, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said New Building or any part thereof to view and examine the state and condition thereof.
19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Sonal Apartments Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

22. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-

Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

23. 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 Premises / the said New Building / the said Plot, as the case may be.

24. RIGHT TO AMEND

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

**25. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

26. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 Premises to the total carpet area of all the premises of the New Building in the which the said Premises is situated.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in _____ after the Agreement is duly executed by the Allottee/s and the Promoter 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 at Mumbai.

30. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
31. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter 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):

PAN

Allottee's Email ID: _____

Promoter's name: M/S. D. D. DEZINES GROUP

Promoter's Address : B-515, Kanara Business Center, Ghatkopar-Andheri Link Road,
Ghatkopar (East), Mumbai-400075

Promoter's Email ID: dddezinesgroup01@gmail.com

It shall be the duty of the Allottee/s and the promoter 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 Promoter or the Allottee/s, as the case may be.

32. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

33. **STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allottee/s.

34. **DISPUTE RESOLUTION :-**

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

35. **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 (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE SAID PLOT

ALL THAT piece and parcel of land bearing Plot no. 171 corresponding (1) CTS No. 2055 admeasuring 267.60 sq. meters., (2) CTS No. 2056 admeasuring 13.90 sq. meters., (3) CTS No. 2057 admeasuring 1481.10 sq. meters., admeasuring an aggregate of 1762.6 sq. meters (area after setback is 1607.82 sq. mtrs) with the building standing thereon lying and being situated in Ghatkopar in Greater Mumbai District Mumbai Suburban Registration Sub-District & Mumbai City, Village Ghatkopar-Kirol.

Bounded as follows that is to say

on or towards the North, Indradeep CHS

on or towards the West by Roa Hotel

on or towards the east by Girikunj CHS

on or towards the South L.B.S. Marg

SECOND SCHEDULE ABOVE REFERRED TO

A Residential Flat/Shop No.____ admeasuring _____ sq. ft. (Rera Carpet area) equivalent to _____ sq. mtrs. (Rera Carpet area) on the ___ floor, ___ Wing of the Project ‘Om Sonal Heights’ along with ___ number of car parking/s bearing nos ___ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ basement and/or stilt and /or ___podium to be constructed on the land described in the First Schedule above.

THIRD SCHEDULE ABOVE REFERRED TO

A.) Description of the common areas provided:

Sr No	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1.	Staircase area per floor	17-07-2027	17-07-2027	54.93 Sq. Mtrs

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

Sr no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
i.	Parking Basement	1	17-07-2027	17-07-2028		Free of FSI
ii.	Parking Podium	1	17-07-2027	17-07-2028		Free of FSI

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1.	Fitness center	1	17-07-2027	17-07-2028	93.18 sq.mt.	Free of FSI

Housiey.com

D.) The size and the location of the facilities/ amenities in form of open spaces (RG/ PG etc.) provided/ to be provided within the plot and/ or within the layout.

Sr No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Recreational Ground	1	221 Sq.mt	17-07-2027	17-07-2028

E.) Details and specifications of the lifts:

Sr No.	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger lift	2	680 kg	1.25 mtr/sec
ii	Fire Lift	2	680 kg	1.25 mtr/sec

FOURTH SCHEDULE ABOVE REFERRED TO

RESTRICTIVE LIST

1. Religious structures
2. Industrial structures, warehouses, factories etc.
3. Wine and Liquor Shops or any kind of establishment where liquor is served
4. Nursing Homes and Hospitals wherein bedded stay is permitted
5. Slaughter houses, frozen meat shops, fish market
6. Gambling House
7. Clubs.

8. Vehicle Service Centre and garages

9. Spa and Massage Parlours

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At _____ On _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

In the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Please affix
photograph
and sign
across the
photograph

Name _____

Signature _____

RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards part payment of total consideration as mentioned above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

(M/S. D. D. DEZINES GROUP)

(Through its Partner)