

# DRAFT SUBJECT TO CONFIRMATION OF NILESH SIR

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at MUMBAI, on this \_\_\_\_\_ day of \_\_\_\_\_, in the Year 2024

### **BETWEEN**

**M/s. D. D. DEZINES GROUP**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal office at B/515, Kanara Business Center, Ghatkopar-Andheri Link Road, Ghatkopar East, Mumbai - 400 075, hereinafter referred to as the "**DEVELOPERS/PROMOTORS**" which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **ONE PART**;

AND

(1) \_\_\_\_\_, aged about \_\_\_\_\_ years, AND (2) \_\_\_\_\_, aged about \_\_\_\_\_ years, both adults, Indian Inhabitants of Mumbai having \_\_\_\_\_ their address at \_\_\_\_\_, hereinafter referred to as the "**Allottees**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **OTHER PART**

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

### WHEREAS :

A. Prior to 1974, (1) Mr. Rashid Jamshedji Irani, executor of the Will, (2) Perin W/o. of Rashid Jamshedji, (3) Sheriar Rustom Ahresthani & (4) Mr. Kantilal Nahalchand Shah, (hereinafter referred to as "said Old Owners/Vendors") were jointly and collectively, legally lawfully seized and possessed of all that pieces and parcel of land bearing (1) Final Plot No. 228 corresponding CTS No. 5789, admeasuring about 557.70 Sq. Mtrs., (2) Final Plot No. 229 corresponding CTS No. 5792, admeasuring about 623.70 Sq. Mtrs., (3) Final Plot No. 244 corresponding CTS No. 5791, admeasuring about 623.70 Sq. Mtrs., admeasuring an aggregate of 1805.10 Sq. Mtrs., situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai -

400 077, of TPS III, in the District and Sub-District of Mumbai Suburban, of TPS III, of Village - Ghatkopar Kirol, Taluka Kurla more particularly described in the First Schedule hereunder written (hereinafter referred to as "said Land").

- B. By virtue of Agreement for Sale dated 20th August 1974, executed between the said Owners/Vendors (therein referred to as "the Transferors (Vendors)") and M/s. Neeldhara Construction Company (therein referred to as "the Transferees (Purchasers)"), the said Owners/Vendors had agreed to sell the said land unto Transferees (Purchasers) therein (hereinafter referred to as "said erstwhile Developers/NCC"), and handed over possession of the said Land to the said NCC and authorized them to commence the construction of a new building on the said Land as described in the First Schedule hereunder written in accordance with the plans and specifications approved and sanctioned by the MCGM as well as under the Urban Land (Ceiling & Regulation) Act, 1976 and in turn the said NCC had constructed a residential building known as "Neeldhara", comprising of Two Wings consisting of Ground plus Six upper floors, on the said Land as described in the First Schedule hereunder written.
- C. The said NCC therein was authorized by the said Owners/ Vendors to enter into Agreement for sale with several intending purchasers of Flat premises of the "Neeldhara" Building at such price as the said NCC therein deemed fit.
- D. The said NCC had got the Layout plan approved from the concerned Authority under Layout File No. CE/167 of 1-09-1975 and thereafter constructed a residential building comprising of Two Wings consisting of Ground plus Six upper floors by obtaining required Commencement Certificate under proposal No. CE/2304/B.P.E.S./AN of 30/04/1974 and also obtained Occupation Certificate in the year 1976 for the complete building known as "Neeldhara" on the said Land (hereinafter referred to as "said Building"). On receiving consent from the said Owner/Vendor, vide several Agreement for Sale, the said NCC sold all the Flats as recorded in the said several Agreement for Sale under the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and

Transfer) Act, 1963 and the said NCC received consideration for the same as per terms and conditions mentioned therein and the said NCC has acknowledged the receipt for the payment of the same.

- E. The Flat Purchasers had formed a society known as "the Ghatkopar Neeldhara Co-operative Housing Society Limited" duly registered the said Society under the Maharashtra Co-operative Societies Act, 1960, under Serial no. BOM/HSG/5248 of 1977 on 08/11/1977 issued by the Dy. Registrar of Co-operative Society, "Mumbai-N" Ward, (hereafter referred to as said Society").
- F. By Virtue of Deed of Conveyance dated 24/05/2012 duly registered before the office of Sub Registrar of Assurance of Kurla-1, bearing serial No. BDR-3/05172/2012 dated 30/05/2012 executed between (1) Mr. Rashid Jamshedji Irani, executor of the Will, (2) Perin W/o. of Rashid Jamshedji, (3) Sheriar Rustom Ahresthani & (4) Mr. Kantilal Nahalchand Shah through District Deputy Registrar of Co-operative Societies (\_\_\_) Eastern Suburban Mumbai pursuant to order No. \_\_\_\_\_ dated \_\_\_\_\_ (therein jointly referred to as "the Transferors (Vendors)"), The Ghatkopar Neeldhara Co-operative Housing Society Limited (therein referred to as "The Transferee (Purchaser)") & M/s. Neeldhara Construction Company (said NCC) (therein referred to as "Confirming Party") the Transferors (Vendors) therein conveyed in favour of the Society herein all that pieces and parcel of Land bearing (1) Final Plot No. 228 corresponding CTS No. 5789, admeasuring about 557.70 Sq. Mtrs., (2) Final Plot No. 229 corresponding CTS No. 5792, admeasuring about 623.70 Sq. Mtrs., (3) Final Plot No. 244 corresponding CTS No. 5791, admeasuring about 623.70 Sq. Mtrs., admeasuring an aggregate of 1805.10 Sq. Mtrs., situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, of TPS III, in the District and Sub-District of Mumbai Suburban, of TPS III, of Village - Ghatkopar Kirol, Taluka Kurla alongwith Building standing thereon known as "Neeldhara" and more particularly described in the First Schedule hereunder written. (For Brevity's Sake, the said land alongwith building standing thereon is hereinafter referred to as "**said Property**").

- G. The said Building i.e. Neeldhara was constructed on the said Land in the year 1976 comprising of Residential building having Two Wings of ground plus 6 upper floors consisting of 29 residential units. The Society in total comprises of 29 Members as per details of members as mentioned in the **Second schedule** hereunder written (hereinafter referred to as "the said Old Building"). The Old Building stands in the name of the Society in the records of the Municipal Corporation of Greater Mumbai. The photocopies of the Property Card, CTS Plan and the Municipal Property Tax Assessment Bill are annexed hereto and marked as **Annexures "A", Annexure "B" and "C", respectively;**
- H. The said Old Building consists of 29 (Twenty Nine) flats which are occupied by the Members of the Society (hereinafter referred to as the 'Old Premises'), the details whereof are set out in the "**Second Schedule**" hereunder written;
- I. Initially the Society through its Members had vide the Resolution passed in the General Body Meeting held on [\_\_\_\_\_] resolved to go for self-redevelopment of the said Property. While planning self-redevelopment, various Members of the Society had approached the Society with an offer to purchase additional 6,800 sq. ft. RERA Carpet Area, which the Society had approved.
- J. The Society in furtherance of the self-redevelopment has got the following permissions sanctioned from the Municipal Corporation of Greater Mumbai:
- a) Intimation of Disapproval dated 28/01/2022 bearing Ref. No. P - 8275/2021.
  - b) Commencement Certificate dated 25/01/2023 bearing Ref. No. P - 8275/2021.
- K. The Society and the Members ultimately in the General Body Meeting held on [\_\_\_\_\_] resolved that they shall go into redevelopment instead of self-redevelopment. In this regard, the Society has issued a Tender inviting offers from various developers for carrying out redevelopment of the Offer. The Developer also submitted its offer to the Tender taken out by the Society. Photocopies of the Society Tender Document is annexed hereto as **Annexures "D";**

- L. At the Special General Body Meeting of the Society held on 06/04/2023 it was inter alia resolved that:
- a) The Financial Bid offer dated 27/02/2023 received from the Developers M/s. D. D. Dezines Group for redevelopment of the society's building is hereby accepted and M/s. D. D. Dezines Group is hereby selected as Developer to undertake the task of redevelopment of the society on the terms and conditions mentioned in the Tender Document issued by the society read with the financial Bid offer of the said Developer received on 27/02/2023 which will consist of the flats premises to be allotted to the Existing members of the said Society free of cost of the Society and the new purchasers (hereinafter referred to as the '**New Building**').
  - b) On selection of the Developer, the consent letter from all the existing members of the Society was obtained wherein majority members consented for appointment of M/s. D. D. Dezines Group as developer.
  - c) The Managing Committee of the Society is authorized to sign & issue various documents including Letter of Intent, Development Agreement, Power of Attorney, Plans for the purpose of Redevelopment of the Society.
  - d) The certified copies of the aforesaid Resolution passed by the Society is annexed hereto as Annexure "E";
- M. By the letter bearing Serial No. DY/NV/B-1/HO/614/2023, dated 13/04/2023, the Developer has obtained directives under section 79A of Maharashtra Co-operative Society Act 1960 and thus the Deputy Registrar Co-operative Societies, 'N' Ward has granted the permission for redevelopment of the Property, a photocopy whereof is annexed hereto as Annexure `\_\_\_`;
- N. By and under a Development Agreement dated 25/08/2023 duly registered with the Office of the Sub-Registrar of Assurances at Kurla 1 under Serial No. KRL-1/17036/2023, dated 25/08/2023 executed between the said Society herein, **THE GHATKOPAR NEELDHARA CO-OPERATIVE HOUSING SOCIETY LIMITED** (therein referred to as the "Society"), the Members of the Society (therein referred to as

“Members”) and **M/s. D. D. DEZINES GROUP** (therein referred to as “Developer”)(For Brevity’s sake, the Development Agreement dated 25/08/2023 is hereinafter referred to as “said Development Agreement”), the said Society thereby granted redevelopment rights of the said Property more particularly described in the **First Schedule** hereunder written in favour of the Developer therein for the consideration and on the terms and conditions contained therein.

- O. In the premises aforesaid the Developer has become entitled to construct a multistoried Building comprising of two Basement, stilt and 14 (Fourteen) upper floors and having minimum two lifts per wing (including at least one stretcher lift) on the Property more particularly described in the **First Schedule**, by demolishing the existing building and obtaining vacant possession of the Flats of the members and providing them permanent alternate accommodation free of cost on ownership basis in the manner set out by the Development Agreement.
- P. The Developer is fully entitled to develop the said property and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Mumbai by utilizing the available/unutilized FSI/ TDR/ to the extent of 3.24 sq. mtrs. as per DC rules 33(7)(B) of DCPR 2034 as per terms and conditions of the said Development Agreement
- Q. Pursuant to the said Development Agreement, the Developer obtained the vacant possession of the said Building. All the said 29 members having vacated their respective residential Flats and each member has executed, registered / shall execute and register Permanent Alternate Accommodation Agreement with the Developer and the said society,
- R. The said 29 members have arranged the temporary alternate accommodation elsewhere at the cost of the Developer;
- S. The Developer has appointed and entered into a standard Agreement with Mr. Manoj Daisaria 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 \_\_\_\_\_ 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;

- T. In accordance with the plans sanctioned and/or to be re-sanctioned and/or to be further sanctioned by the Municipal Corporation of Mumbai, the Developers are developing the said Property described in the **First Schedule** hereunder written and are constructing thereon building residential building comprising of Two Wings having Two Lifts of two Basement, stilt and 14 (Fourteen) upper floors.
- U. While sanctioning the said plans, in respect of construction on the said property, the 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 said property thereon and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned authority.
- V. 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. D.D. DEZINES GROUP".
- W. The Allottee is offered a Flat bearing number \_\_\_\_\_, on the floor, admeasuring about \_\_\_ sq. ft. (RERA Carpet), of \_\_\_ Wing, (hereinafter referred to as the "said Flat") of the new Building called "\_\_\_\_ NEELDHARA", of NEELDHARA 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.

- X. 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 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;
- Y. The Allottee has satisfied herself/himself/themselves with regards to the title of the said property and of the Developer and the rights of the Developer to develop the same and has clearly understood the scope of the Project and the building to be constructed in the said project land which shall be completed by the Developer as mentioned in this Agreement;
- Z. The Developer has conducted due diligence in respect of said society title in the said property through their **ADVOCATE, Mr. NILEH JOSHI**, the authenticated copies of Certificate of Title dated \_\_\_\_\_ issued by Advocate of the Developer is annexed herewith along with authenticated copies of Property card and other relevant revenue record 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 \_\_\_\_\_ collectively.**
- AA. The Allottee has applied to the Developer for allotment of a Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq. ft. of carpet area. (As defined under RERA), of \_\_\_\_\_ Wing, in the New Building to be constructed by the Developers, lying and being situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, on the said property as described in the First Schedule hereinabove.
- BB. The Developer has accordingly commenced construction of the said building in accordance with the said proposed plans.
- CC. 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. Page : 8
- DD. 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;

EE. Prior to the execution of these presents the Allottee has paid to the Developer 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.

FF. 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 "\_\_\_".

GG. 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.

HH. 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 allotted and applicable) in the new building 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 develop the project land by constructing multistoried Building comprising of two Basement, stilt and 14 (Fourteen) upper floors and having minimum two lifts per wing (including at least one stretcher lift) in accordance with the building plans, designs and specifications as approved and sanctioned by MCGM/ Planning Authorities ~~with~~<sup>Part 9</sup> only such variations and modifications as the MCGM / 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 Developer 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.

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, admeasuring \_\_\_\_ sq. ft. of carpet area. (As defined under RERA), of \_\_\_\_ Wing, in the New Building to be constructed by the Developers, lying and being situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, on the said property as described in the First Schedule hereinabove (hereinafter referred to as "the said Flat") which is more particularly described in the **Second Schedule** and as shown in the floor plan thereof which is annexed herewith and marked as **Annexure H** for a lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) 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 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 \_\_\_\_\_ only) provided in

Schedule hereunder.

- i. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate 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 competent authorities 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 payment in any manner.

2.1 The Developer 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 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 dependent 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 shall not 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 on date in respect of the project land is \_\_\_\_\_square meters only and Developer has planned to utilize Floor Space Index upto 3.24 mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation 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 upto 3.24 mtrs. 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) to the 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 then the 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 the same 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 Allottee having fulfilled all his/her/its obligations under this agreement, and has paid full purchase consideration amount along with applicable Goods & Services Tax, TDS contribution, maintenance charges, outgoings and any other amount payable shall within 7 days from the date of receipt of the Occupancy Certificate of the said 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 allotted car parking space only for purpose of keeping or parking own vehicle.

9. The Allottee alongwith other allottee(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.

9.1 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. 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.

#### 10. Special Clause

10.1) The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the said Land, there will not be any question of Developer complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws, Developer 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 registration of such document.

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.

10.2) If required as per RERA: 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.

10.3) If required as per RERA: 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.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, 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' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

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

- i. Rs. \_\_\_\_/- 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.

12. The Allottee shall pay to the Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) 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 legal possession 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 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 for the Project ("RERA Certificate") and a copy of the RERA Certificate is annexed hereto as Annexure " \_\_\_\_\_";

xiii. 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 whose hands the Flat may come, hereby covenants with the Developer 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 the concerned 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 causedamage 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

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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 the concerned 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 public bodies. 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 said properties 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 upon the 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 for the 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 the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him 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 such said 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 from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be 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 maybe.

**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 addition 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 at Ghatkopar, 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. D.D. DEZINES GROUP**

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 :-.**

The Stamp Duty, Registration Charges and all other incidental charges on this Agreement and all other documents and deeds to be executed pursuant thereto shall be borne and paid by Allottee. The Allottee shall present this Agreement for registration within the time prescribed by the Registration Act and intimate the Developers/Promoters the serial number under which the same is lodged for Registration and thereafter the Developers/Promoters shall within the time limit prescribed by the Registration Act attend such office and admit execution thereof.

**30. 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.

**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 pieces and parcel of Land bearing (1) Final Plot No. 228 corresponding CTS No. 5789, admeasuring about 557.70 Sq. Mtrs., (2) Final Plot No. 229 corresponding CTS No. 5792, admeasuring about 623.70 Sq. Mtrs., (3) Final Plot No. 244 corresponding CTS No. 5791, admeasuring about 623.70 Sq. Mtrs., admeasuring an aggregate of 1805.10 Sq. Mtrs., situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai Page 31 of 31 4001077, of TPS III, in the District and Sub-District of Mumbai Suburban, of TPS III, of Village - Ghatkopar Kirol, Taluka Kurla and bounded as follows:

On or towards North by : 40'-0" wide Road

On or towards South by : Building No. 48

On or towards East by : Office Building

On or toward West by : Building No. 47

**Second Schedule Above Referred to**

Flat No. \_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_ sq. ft. of carpet area. (As defined under RERA), of Om Neeldhara, in the New Building to be constructed by the Developers, lying and being situated at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, on the said property as described in the First Schedule hereinabove.

**SIGNED AND DELIVERED** )

**BY THE WITHINNAMED** )

**DEVELOPER** )

**D.D. DEZINES GROUP** )

Through its partners )

Mr. \_\_\_\_\_ )

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED BY**

**WITHINNAMED ALLOTEE**

Mr./Mrs. \_\_\_\_\_

In the presence of

1. \_\_\_\_\_ Page : 32

2. \_\_\_\_\_