

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this ____ day of _____, in the Christian year Two Thousand and Twenty-Five (2025) :

BETWEEN

M/S. H.S. PROPERTY DEVELOPERS, (PAN No. **AAMFH4452R**), a partnership firm, registered under the provisions of Indian Partnership Act, 1932, having their office at A-102/103, Shiv Siddhi CHSL, above Apna Sahakari Bank, G.V. Scheme Road No. 1, Mulund East, Mumbai - 400081, hereinafter referred to as the “**PROMOTERS**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting the said firm, their survivors or survivor and the respective heirs, executors and administrators and assigns of such last survivor) of the **ONE PART**

AND

Mr./Mrs./Miss _____,
(PAN: _____) of _____, Adult/s / Indian Inhabitant(s) having his/her/their address for the purpose of these presents at _____

OR;

M/s. _____, **(PAN: _____)**, a partnership firm registered under the provisions of Indian Partnership Act 1932 and carrying on Business at _____

OR;

_____, **(PAN: _____)**, a Company incorporated under the provisions of Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

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hereinafter referred to as the '**ALLOTTEE**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

Each of the Promoters and the Allottee are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

W H E R E A S :

- (a) By Deed of Deemed Conveyance dated 30th May 2014, duly registered before the Sub-Registrar of Assurances under Serial No. KRL3 – 4404 of 2014 made between Smt. Pramila Purshottam and others (therein referred to as the Original Owners) represented through District Deputy Registrar, Co-operative Societies (2) (East Suburb), Mumbai of the First Part, M/s. Gundecha Builders (therein referred to as the Developers) represented through District Deputy Registrar, Co-operative Societies (2) (East Suburb), Mumbai of the Second Part and Mr. Kirti Jamnadas Mehta and M/s. K.B. Joshi and Associates (therein referred to as the Confirming Party) represented through District Deputy Registrar, Co-operative Societies (2) (East Suburb), Mumbai of the Third Part and Neeta Apartment Building No.1 Co-operative Housing Society Ltd. (therein referred to as the Purchasers Society) of the Fourth Part (hereinafter referred to as the "**said Deed of Deemed Conveyance**") in pursuant to an Order dated 22-08-2013 passed by the Hon'ble

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District Sub-Registrar of the Co-operative Housing Societies-2, Eastern Suburban area, the said Neeta Apartment Building No.1 Co-operative Housing Society Ltd. (hereinafter referred to as the **“said Society”**) became the lawful owner of all that piece and parcel of land bearing Survey No. 119, Hissa No. 5, CTS No. 896/1, admeasuring 2969.8 sq.mtrs. as per the Property Card of Village Mulund East, Hutatma Chaphekar Bandu Marg, Mulund East, Mumbai – 400 081, Taluka Kurla within the limits of T-ward of Municipal Corporation of Greater Mumbai (now known as Brihanmumbai Municipal Corporation) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as the **“said Land”**) more particularly described under the First Schedule hereunder written. The copy of the Index II of the said Deed of Deemed Conveyance is annexed hereto and marked as **Annexure A.**

- (b) Upon execution of the said Deed of Deemed Conveyance, on 21/09/2015 the name of the said Society was incorporated as Holders in the Property Register Card issued by the City Survey Office. A copy of the Property Register Card is annexed hereto and marked as **Annexure B.**
- (c) That the building known as Neeta Apartment Building No.1 consisting of two wings viz. ‘A Wing’ and ‘B Wing each consisting of ground plus four upper floors, total comprising of sixty (60) residential flats (hereinafter referred to as the **“said old Building”**) was constructed on the said Land by ‘M/s. Gundecha Builders’ and the flats therein were sold to various flat purchasers on ownership basis as per separate individual agreements executed between them and the respective flat purchasers. The said Land along with said old Building shall be henceforth collectively be referred to as **“said Property”**.
- (d) The erstwhile developers after completing the construction of the said Building, obtained a Part Occupation Certificate dated 16/04/1984 in respect thereof.
- (e) The various purchasers of Flats in the said Building came together to form a society called “Neeta Apartment Building no.1 Cooperative Housing Society Limited” and got the same duly registered under

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the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WT/HSG/TC/3128/1988-89 dated 19-07-1988. A copy of registration certificate of the said Society is annexed hereto and marked as **Annexure C**.

- (f) The said Society by virtue of the above facts is the lawful owner and well and sufficiently entitled to the said Property, being land admeasuring about 2969.8 sq. meters bearing Survey No. 119, Hissa No. 5, CTS No. 896/1 of village Mulund (East) together with building standing thereon situate lying and being at Village Mulund, District Mumbai of Mumbai Suburban and delineated on the plan annexed hereto and marked as **Annexure: D** and thereon shown and surrounded by green colour boundary line. The 60 bonafide Members of the said Society were in exclusive use, occupation, possession and enjoyment of their respective premises without any dispute.
- (g) The said Society and it's existing members explored the feasibility of the redevelopment of the said Property through reputed developers. The said Society, therefore in its General Body Meeting, resolved to undertake the redevelopment of the said Property by demolishing the existing Building and constructing thereon a new building and passed a resolution to that effect and to entrust the redevelopment of the said Property to professional developers equipped with the required expertise and further resolved to invite offers from the developers who would construct new building/s by utilizing full basic FSI generated from the said Property and TDR FSI, Premium FSI, Fungible FSI including staircase, lift , landing or such available FSI as permissible under the Development Control Promotion & Regulation for Greater Mumbai, of 2034, in force and as amended from time to time.
- (h) Pursuant to the invitation of quotations/tender, the said Society received various offers from diverse builders / developers (including offer from the Promoters herein) for re-development of the said Property and the proposals submitted by the intending builders/developers were considered by the said Society. The said Society along with its members, after following due process under law, had in its Special General Body Meeting held on 12/02/2023 unanimously decided to appoint 'HS Property Developers' i.e. the

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Promoters herein for redevelopment of the said Property. The Special General Body Meeting of the Society held on 19/03/2023, was held in the presence of Mr. D. V. Lambode, Officer appointed by the Deputy Registrar of the Co-operative Societies, T-Ward, Mumbai. The members of the said Society present in the said meeting voted in favour of the Promoters to grant the development rights for construction of new building(s).

- (i) The said Society vide its letter dated 24/02/2023, intimated and confirmed to the said 'M/s. H.S. Property Developers' i.e. the Promoters herein about their appointment as "Developer" for the redevelopment of the said Property. The Promoters in turn also issued Letter of Confirmation dated 27/04/2023, confirming and accepting their appointment as "Developer" for redevelopment of the said Society's Property. The bonafide members of the Society had also signed and executed their respective consent letters in favor of the Promoters.
- (j) Thereafter by and under a registered Development Agreement dated 16th January, 2024 made and executed between the said Neeta Apartment Building No.1 Co-operative Housing Society Limited (therein also referred to as the said Society) of the First Part, M/s. H.S. Property Developers i.e. the Promoters herein (therein referred to as the Developers) of the Second Part and the Members of the Society therein (therein referred to as the Members) of the Third Part, the said Society has with the consent and concurrence of its existing members granted to and in favour of the Promoters, full and exclusive development rights and permission to redevelop the said Society's said Property by demolishing the said Old Building and constructing new building/s on the said Land (hereinafter referred to as "**the New Building**") for the consideration and upon terms and conditions more particularly mentioned therein. The said Development Agreement dated 16th January, 2024 is duly registered in the office of the Joint Sub-Registrar, Kurla 4 under Sr. No. KRL4-1192-2024 on 30-01-2024 (hereinafter referred to as "**the said Development Agreement**"). The copy of the Index II of the said Development Agreement is annexed hereto and marked as **Annexure: E.**
- (k) Simultaneously with the said Development Agreement, the said

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Society has also executed a Power of Attorney dated 16-01-2024 in favour of the Partners of the Promoters authorising them, *inter alia*, to do and carry out various acts, deeds, matters and things in respect of the demolition of the said Old Building and redevelopment of the said Society's said Property. The said Power of Attorney dated 16-01-2024 is duly registered with the Joint Sub-Registrar of Assurances under Serial No. KRL4-1193-2024 on 30-01-2024 (hereinafter referred to as "**the Power of Attorney**"). Upon execution of the said Development Agreement the Society had granted to the Promoters the licence to enter upon the said Property.

- (l) In accordance with the said Development Agreement, the Promoters are required to provide to each of the existing member of the said Society free of cost one flat admeasuring area equivalent to existing carpet area of the respective flat + 26 % MOFA carpet area on existing carpet area of the respective flat and 60 podium stack car parking spaces free of cost to the Society to be allotted to each existing member in the new building to be constructed by the Promoters on the said Land. The Promoters are further entitled to sell/ allot the balance flats as well as the remaining car parking spaces to any person / party as they may deem fit and to receive the sales proceeds in respect thereof and appropriate the same to recover their costs and profit.
- (m) Out of the said Land admeasuring 2969.8 sq.mtrs. a portion admeasuring 351.65 sq.mtrs. and shown by blue colour hatches delineated on the plan hereto annexed and marked as **Annexure: D** is not in possession of the said Society and a portion admeasuring 123.25 sq.mtrs. area and shown by brown colour hatches delineated on the plan hereto annexed and marked as **Annexure: D** has gone under proposed road set back. As such the net plot area of the said Land is 2494.9 sq.mtrs. [i.e. 2969.80 sq.mtrs. area as per Property Register Card minus 351.65 sq.mtrs. area not in possession minus 123.25 sq.mtrs. area under proposed road set back] and the same is delineated on the plan annexed hereto and marked as **Annexure: D** and thereon shown and surrounded by red colour boundary line. However as per physical survey the area of the said Land admeasures 2656.54 sq.mtrs.

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- (n) The Promoters are, therefore, absolutely entitled to redevelop the said plot of land bearing Survey No. 119, Hissa No. 5, CTS No. 896/1, admeasuring 2494.90 sq.mtrs. (i.e. net plot area) and 2656.54 sq.mts. as per the physical survey of Village Mulund East, Hutatma Chaphekar Bandu Marg, Mulund East, Mumbai - 400081, Taluka Kurla within the limits of T-ward of Brihanmumbai Municipal Corporation in the Registration District and Sub-District of Mumbai City and Mumbai Suburban i.e. the **“said Land”** more particularly described under the First Schedule hereunder written. The title of the Promoters to develop the said Property is set out in the Title Report dated 4th March, 2024 read with Addendum dated 18th February, 2025 issued by J B Laalwani & Co. Advocates & Attorneys for the Promoters, a copy whereof is annexed hereto and marked as **Annexure: F.**
- (o) At present the Promoters have proposed to construct a residential Building on the said Land consisting of two wings being Wing A comprising of Basement + Ground Floor + 2 Podiums + 3rd to 21st upper floors (one side of Wing A to be known as Violet and the other side of Wing A to be known as Iris) and Wing B to be known as Aster comprising of Basement + Ground floor + 2 Podiums + 3rd to 21st upper floors for residential premises in the project proposed to be known as **“HS HERITAGE”** (hereinafter referred to as **“the said Building/said Project”**).
- (p) The Promoters have appointed R.P. Asundaria as Architect registered with the Council of Architects as project Architect and have entered into a standard Agreement with him, as per the format of agreement prescribed by the Council of Architects. The Promoters have also appointed Associated Structural Engineers LLP as their Structural Engineers for the preparation of the structural designs and drawing of the building for development of the said Property. The Promoters shall accept the professional supervision of the said Architect and the said Structural Engineers or such other Architects and Structural Engineers as the Promoters may appoint at their sole discretion till the completion of development of the redevelopment project on the said Land.
- (q) The Promoters had submitted building plans for the said Project and the same were duly sanctioned by Brihanmumbai Municipal

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Corporation and Intimation of Disapproval (IOD) bearing No. P-23225/2024/(896)/T Ward/Mulund-E/IOD/1/New dated 27/12/2024 and Commencement Certificate bearing No. P-23225/2024/(896)/T Ward/Mulund-E/CC/1/New dated 29/01/2025 for construction of the said Building has been issued upto 2nd level podium upon terms and conditions mentioned therein which are to be complied with by the Promoters. The copy of IOD dated 27th December, 2024 is annexed hereto and marked as **Annexure: G**. The copy of Commencement Certificate dated 29th January, 2025 is annexed hereto and marked as **Annexure: H**.

- (r) The Promoters have got some of the approvals from the concerned local authorities to plans, specifications, elevations, sections of the said new building and shall obtain the balance approvals from various authorities from time to time for developing the said Land and constructing new building thereon so as to obtain Occupation Certificate or Building Completion Certificate of the said new Building. The Promoters have, accordingly, commenced the construction of the new building on the said Land in accordance with the said proposed and sanctioned plans.
- (s) The Promoters have registered the said Building / said Project with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Rera Authority has duly issued the Certificate of Registration bearing No. _____ dated ____/____/2025 for the said Building / said Project. The copy of the RERA Certificate is annexed hereto and marked as **Annexure: I**.
- (t) In the circumstances aforesaid, the Promoters are inter alia entitled to sell / allot Flats / units / area in the said Building / said Project (other than required to be allotted to the said Society and its existing members as recited hereinabove) as it may deem fit and proper.

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- (u) The Allottee has applied to the Promoters for allotment of a flat being Flat / Apartment No. ____ admeasuring _____ sq. mtrs. RERA carpet area comprising of ____ BHK on ____ Floor in ____ Wing known as _____ of the new proposed building, to be constructed by the Promoters herein, which shall be known as “**HS HERITAGE**” on the said Land (hereinafter referred to as “**the said Apartment**”) as shown on the typical floor plan hereto annexed as **Annexure: J** and thereon shown and surrounded by _____ colour line / hatches and more particularly described in the **Third Schedule** hereunder written.
- (v) Prior to the execution of this Agreement, the Allottee has demanded inspection from the Promoters and the Promoters have given free, full and complete inspection to the Allottee of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Promoters’ Architects, the title report with addendum, revenue records and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law and the Allottee has perused and inspected the said documents and hereby accepts the title of the Promoters to develop the said Property by demolishing the existing building and constructing new building thereon.
- (w) Prior to the execution of this Agreement, the Allottee has examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- (x) The requisite details along with the annexures to the RERA Certificate are / will be available for inspection on the website of the Authority <https://maharera.mahaonline.gov.in>.
- (y) The Allottee, after being fully satisfied about the right and authority of the Promoters to develop the said Property, has agreed to purchase the said Apartment from the Promoters and the Promoters have agreed to sell the same to the Allottee on the terms and conditions as set out hereinafter.

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- (z) Prior to the execution of this Agreement, the Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Owners i.e. the said Society and the Promoters right to develop the said Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and Commencement Certificate) obtained by the Promoters and (iii) the Promoters' entitlement to develop the said Project and to construct the new Building thereon as mentioned in this Agreement and the Promoters' right to sell and allot the balance flats and balance car parking spaces (i.e. other than that is to be provided to the Society and its Members) therein and the Allottee hereby confirms that he/she/they/it shall not be entitled to raise any requisition or objection or have any dispute in that behalf. The Allottee undertakes that he/she/it has verified with his/her/its financial advisor and confirm that the Allottee has the financial capability to consummate the transaction.
- (aa) The Allottee has agreed to purchase the said Apartment with full notice and knowledge of the terms and conditions contained in the hereinbefore recited documents and also subject to the terms and conditions of hereinbefore recited various orders, sanctions, permissions, approvals, plans, etc.
- (ab) 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.
- (ac) The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters the said **Flat / Apartment No.** _____ on _____ **Floor in Wing** _____ known as _____ in the said Building **HS HERITAGE** at the price of **Rs.** _____ /- (**Rupees** _____ **only**) and upon the terms and conditions hereinafter appearing.

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- (ad) The **RERA carpet area** of the **said Flat / Apartment** is _____ **sq.mtrs.** and "carpet area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Further, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Members; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Members.

- (ae) On or before execution of these presents the Allottee has paid to the Promoters a sum of Rs. _____/- (Rupees _____ only) being not more than 10 % of the total price as earnest or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) leaving Rs. _____/- (being the balance sale price) to be paid in the manner hereinafter appearing. A sum of Rs. _____/- being 1 % of the total price has been paid / shall be paid by the Allottee to the Income Tax Department as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961. Such deduction and payment to the Income Tax Department shall be deemed as payment of the part consideration under this Agreement.

- (af) In this Agreement the term 'Apartment' shall include flat or any other premises or rights hereby agreed to be sold and the term Allottee shall include flat purchaser(s) or purchaser(s) of any other premises or rights hereby agreed to be sold and also include the

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plural and the feminine gender of the Allottee or vice versa.

- (ag) After the commencement of the Real Estate (Regulation and Development) Act, 2016 (RERA) under Section 13 of the RERA the Promoters are required to execute written agreement for sale of the apartment to the Allottee, being in fact these presents and upon this Agreement lodged for registration under the Registration Act, 1908 with the Sub-Registrar concerned by the Allottee and the Promoters being informed in writing about the same, the Promoters are required to admit the execution thereof before the Sub-Registrar concerned.

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

1. The Promoters have commenced to construct a development project being the proposed new building to be known as **HS HERITAGE** having two wings being Wing A consisting of Basement + Ground Floor + 2 Podiums + 3rd to 21st upper floors (one side of Wing A to be known as Violet and the other side of Wing A to be known as Iris) and Wing B to be known as Aster consisting of Basement + Ground floor + 2 Podiums + 3rd to 21st upper floors for residential premises by consumption of 13983.36 sq.mtrs. total F.S.I. including Prorata F.S.I., Fungible F.S.I., Premium F.S.I., T.D.R. F.S.I., Road Width F.S.I. etc. in respect of the said Land as mentioned hereinbefore concession Plans approved by the Brihanmumbai Municipal Corporation on the plot of land bearing Survey No. 119, Hissa No. 5, CTS No. 896/1 of Village Mulund East, Hutatma Chaphekar Bandu Marg, Mulund East, Mumbai – 400 081, Taluka Kurla within the limits of T-ward of Brihanmumbai Municipal Corporation in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and shown by red colour boundary line on the plan hereto annexed and marked **Annexure: D** and more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. **There shall be underground water tanks, pump room, STP, pit car parking spaces in the part basement of the said Building.**

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may

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adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee Apartment bearing No. _____ comprising of ____ BHK admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. (RERA carpet area) (inclusive of balcony / deck spaces, if any) on _____ Floor in _____ Wing known as _____ of the new proposed building (hereinafter referred to as **“the said Apartment”**) more particularly described in the **Third Schedule** hereunder written and as shown in the Floor Plan thereof hereto annexed and marked Annexure: J for the 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. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at _____Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

OR

The Allottee has informed the Promoters that he/she/they/it does not require any car parking space in the said Project. Accordingly, no reservation of car parking is made against said Apartment. The Allottee undertake/s, assure/s and guarantee/s not to claim any car parking space in the said Project in future, nor raise any objection to use of car parking spaces by other Allottee.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-.

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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 that Promoters the balance amount of Rs. _____/- (Rupees _____ only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, the Promoters have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

The Allottee hereby agrees to pay to that Promoters the said balance amount in following manner:-

(i) Rs. _____/- (Rupees _____ only) being 20 % of the total consideration upon execution of hereof.

(ii) Rs. _____/- (Rupees _____ only) being 15 % of the total consideration upon completion of the Plinth.

(iii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of the 1st slab.

(iv) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of the 2nd slab.

(v) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of the 3rd slab.

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(vi) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 4th slab.

(vii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 5th slab.

(viii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 6th slab.

(ix) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 7th slab.

(x) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 8th slab.

(xi) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 9th slab.

(xii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 10th slab.

(xiii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 11th slab.

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(xiv) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 12th slab.

(xv) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 13th slab.

(xvi) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 14th slab.

(xvii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 15th slab.

(xviii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 16th slab.

(xix) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 17th slab.

(xx) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 18th slab.

(xxi) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 19th slab.

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(xxii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 20th slab.

(xxiii) Rs. _____/- (Rupees _____
 _____ only) being 1 %
 of the total consideration upon completion of
 the 21st slab.

(xxiv) Rs. _____/- (Rupees _____
 _____ only) being 3 %
 of the total consideration upon completion of
 the top slab.

(xxv) Rs. _____/- (Rupees _____
 _____ only) being
 5% of the total consideration upon completion
 of the walls, internal plaster, floorings, doors
 and windows of the said Apartment.

(xxvi) Rs. _____/- (Rupees _____
 _____ only) being 5
 % of the total consideration upon completion of
 the sanitary fittings, staircases, lift wells,
 lobbies upto the floor level of the said
 Apartment.

(xxvii) Rs. _____/- (Rupees _____
 _____ only) being
 5 % of the total consideration upon completion
 of the external plumbing and external plaster,
 elevation, terraces with waterproofing, of the
 said Building in which the said Apartment is
 situated.

(xxviii) Rs. _____/- (Rupees _____
 _____ only) being
 10 % of the total consideration upon

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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 herein.

(xxix) Rs. _____/- (Rupees _____ only) being 5 % of the total consideration against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of the Occupation Certificate.

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

1(e) The Allottee hereby specifically agrees and undertakes to pay the Goods and Service Tax (G.S.T.), Cess or any other taxes as payable and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Apartment and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable in respect of this Agreement / Sale of the said Apartment upon execution hereof or as and when demanded by the Promoters as per the provisions of respective laws. The Allottee hereby further specifically agrees and undertakes to pay the amount of Goods and Service Tax as applicable on the amount of each of the instalment of the consideration along with the payment of each of the instalment of the consideration or as and when demanded by the Promoters. In accordance with the provisions of Section 194 IA of Income Tax Act, 1961 the Apartment Purchaser is obliged to deduct the Tax (T.D.S.) at the rate of 1 % from the amount of each of the instalments of the purchase price of the said Apartment and deposit the same into the Government

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Treasury in time and furnish the T.D.S. Certificates for the same to the Promoters immediately. The Allottee shall issue TDS Challan and TDS Certificate to the Promoters within 30 days from deducting such TDS and in the event of not sharing such TDS Challan and TDS Certificate, the Allottee shall be liable to make payment to the extent of such amount to the Promoters. The Allottee hereby specifically agrees and undertakes to pay such other taxes and levies in respect of the said Apartment as may be levied from time to time by the Central Government / State Government / Local Government or any other authority concerned. The payment of such taxes and levies is the essence of this Agreement. The Allottee hereby indemnifies / indemnify and keeps indemnified the Promoters against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoters for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee in respect of this presents and/or the said total sale consideration.

- 1(f) 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 Promoters 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 Promoters 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(g) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment 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 Promoters.
- 1(h) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is

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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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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(i) The Allottee authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.1 The Promoters 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee 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 shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

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3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and the Promoters have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as 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 Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters 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 Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

4.2 Without prejudice to the right of Promoters 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 Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD 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

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intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

Simultaneously against the Allottee executing and registering requisite Cancellation Deed provided the Allottee has defaulted in paying the entire sale consideration including the interest/penalty (if any) payable by the Allottee to the Promoters in accordance with the terms of this Agreement, as well as all other amounts payable by the Allottee as provided in this Agreement. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Apartment and the Car Parking Spaces allotted to the Allottee or against the said Property in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said Apartment and the Car Parking Spaces to any person or party as the Promoters may desire at its absolute discretion.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in **Annexure: K** annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee on or before 31st-March, 2029. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may

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mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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 Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

7.5 It is clarified that the liability of the Promoters under Clause 7.4 shall not extend to:

a. any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Building (including the family members, servants, occupants, licensees of such allottees) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoters / Utility Providers for the Building.

b. defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Apartment or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9.1 The Allottee knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and is the owner of the said Project Land, there will not be any question of Promoters 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.

9.2 The Allottee shall, from time-to-time, sign and execute the application for membership and other papers and documents

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necessary for becoming a member/s in the said Society. The said Society shall admit all allottees and subsequent transferees of Apartments and premises in the said Building as members, in accordance with its bye-laws .

9.3 Only after the existing Members being offered the permanent accommodation in the building to be constructed on the said Land, the Promoters shall give possession to the prospective buyers or allottees and not otherwise and in no manner and/or under any arrangement possession to new purchaser shall be provided under any guise or reason, as provided in the Development Agreement.

9.4 The Allottees shall provide undertaking he/she/they/ it will abide with Maharashtra Co-operative Societies Act 1960, the bye-laws of the said Society and all the terms and conditions of the said Development Agreement are binding upon him/her/them/it. The Allottees shall make application for membership and furnish an undertaking in the prescribed form as per Maharashtra Co-operative Society Bye-laws to the effect that the Allottees shall use the Apartment for the residential purpose only. Upon the Allottees becoming member/s of the said Society, the rights, benefits and interests of the Allottees shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

9.5 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment 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 Apartment) 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/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's

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share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. 10/- per sq.ft. per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the charge of the building is handed over by the Promoters to the Society.

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

- (i) Rs. _____/- for share money, application and entrance fee of the said Society.
- (ii) Rs. _____/- as adhoc deposit for proportionate share of taxes and other charges/levies and outgoings in respect of the said Apartment and the said Building for 12 months.
- (iii) Rs. _____/- for deposit towards Water, Electric, Gas and other utility and services connection charges.

=====
Total Rs. _____/- (Rupees _____ only)
 =====

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out 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 Promoters 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;

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- 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/wing 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/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters 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 Promoters 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 Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of handover of the charge of the new building to the Society, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society;

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- x. The Promoters 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;
 - 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.
 - xii. In case the transaction being executed by this Agreement between the Promoters and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoters / Allottee / both, as the case may be, in accordance with the agreed terms of payment.
12. The Allottee or himself/herself/itself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment 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 Apartment 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,

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common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, 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 Apartment 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 Apartment 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 Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society from time to time 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment 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.
- xi. Till the Promoters handover the charge of the new building, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to

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enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. The Allottee / Promoters shall permit the Promoters and their agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of repairing any part of the Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said Apartment or any other premises in the Building in respect whereof the Allottee or the occupier of any other premises as the case may be shall have made default in paying his/her/their/its contribution of the water tax or charges and other outgoings.
- xiii. All open/common areas are meant for use of all the members of the said Society, including the Allottee herein for e.g. staircase, steps, landing areas, parking spaces, lift, corridor, and such other spaces cannot be occupied by any member / Allottee for their own use. The Allottee (including therein family members, visitors, guests, successors-in-title, etc.) shall not keep shoe racks, cycle, or any other objects in common passage area, staircase and steps area. The use of such areas shall be restricted to the cause for which these are meant. If Allottee and/or their successors in title violating the above conditions by encroachment shall have to vacate the encroachment and further they shall pay an amount equal to 5 (Five) times the monthly maintenance charges for the period for which they have encroached such spaces to the said Society and the Allottee shall must not carry out constructions, structural changes, over and above the sanctioned plan without prior permission of the Promoters / the said Society and concerned Municipal Authorities/ Competent Authorities.
- xiv The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid done in Foreign

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Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and shall provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- xv The Promoters accept no responsibility in regard to the Allottee compliance of making payment via his/her/their/it's own accounts. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.
- xvi Not to violate and to abide by all rules and regulations framed by the Promoters / and/or by the said Society, for the purpose of maintenance and up-keep of the said New Building and in connection with any interior / civil works that the Allottee may carry out in the said Apartment (the "Fit-out Rules").
- xvii. Any balcony / deck space attached / appurtenant to the Apartment, if any, shall belong exclusively to the respective purchaser of the

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Apartment and the prospective purchaser shall have access from within the said Apartment which will be for the exclusive use and occupation of the purchasers who shall be occupying such apartment which shall be sole property of the purchaser and the other purchasers shall not object to the same individually and / or collectively as through the said Society.

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

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the Promoters handover the charge of the new building to the Society as hereinbefore mentioned.

15.1 For redeveloping the said Property and constructing new building on the said Land the Promoters are entitled to use the entire FSI (including Premium FSI, Compensatory FSI and Fungible FSI) of the said Land and additional FSI by change in rules or situation and/or due to incentive scheme opted by the Promoters for development of said Property and/or by acquiring Transfer of Development (TDR) as per the Development Control Promotion Rules and Regulations 2034 and amendments and other relevant rules and regulations and amendment as applicable from time to time and to consume the same by putting to construction to the extent of full available FSI and/or as permissible under the laws of land, to consume and utilize the base FSI, Premium FSI, TDR, Fungible FSI as may be available.

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15.2 The Promoters are entitled to purchase TDR (Transferable Development Rights) in the name of said Society entirely at their own costs and expenses and obtain Development Right Certificate/s (DRC) to be loaded along with the available FSI on the said Property in redevelopment of the said Property.

15.3 The Promoters shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Building and on the façade, terrace, compound wall or other part of the Building. The Promoters shall also be entitled to place, select, decide hoarding/board sites in the Building.

15.4 Irrelevant of the stage of redevelopment, the Promoters shall have the privilege and right to sell, dispose off such unsold flats to any person/s as per their discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration / fees save and except Rs. 500/- as share money and Rs.100/- as entrance fees and such allottee/purchaser or transferee thereof shall not be discriminated or treated prejudicially by the Allottee or other purchasers of flats / premises in the said Building or the said Society. The Allottee as well as the said Society shall extend all co-operations to the Promoters and the new allottees / purchaser(s) in this regard.

15.5 The Promoters shall be entitled to temporarily construct site office and a godown on a portion of the said Land till the completion of development work of the said Project.

16. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment / Plot 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

(PROMOTERS)

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the right and interest of the Allottee who has taken or agreed to take such Apartment.

17.1 In case if the Allottee avails financial assistance or home loan inter-alia for purchasing and acquiring the said Apartment and the said Car Parking Space, then in that event, Promoters shall at the request and at the cost of Allottee, allow the charge or mortgage to be created upon the said Apartment and the said Car Parking Space of such bank or financial institution from whom the Allottee shall avail such financial assistance or loan provided the mortgage created in favour of such Bank or financial institution in respect of the said Apartment and the said Car Parking Space of the Allottee shall not in any manner jeopardize the Promoters right to receive full consideration and other charges and to develop the balance of the said Property and such mortgage in favour of such Bank or financial institution shall be subject to Promoters first lien and charge on the said Apartment and the said Car Parking Space in respect of the unpaid amounts payable by the Allottee to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / loan shall be that of the Allottee alone. The Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Allottee alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/ loan by the Allottee, shall be subordinate to the rights of the Promoters and be limited to and/or restricted to or upon to the said Apartment only. Save and except the said Apartment, no other portion of the said Building and/or said Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan by the Allottee.

17.2 The Allottee hereby expressly agrees that so long as the Entire Purchase Consideration remains unpaid/outstanding and other payments payable under this Agreement, the Allottee subject to the terms hereof shall not sell, transfer, let out and/or deal with the said Apartment and the said Car Parking Space in any manner whatsoever

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without obtaining prior written permission of the Promoters and the relevant bank/financial institutions which have advanced the loan. The Promoters shall not be liable for any of the acts of emission or commission of the Allottee which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee to inform the said Society about the lien/charge of such banks/Financial Institutions and the Promoters shall not be liable or responsible in any manner whatsoever.

17.3 The Allottee indemnifies and hereby agrees to keep indemnified the Promoters and their Partners from and against all claims, costs, charges, expenses, damages and losses which the Promoters and their Partners may suffer or incur by reason of any action that any bank/Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the loan.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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,

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allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. **The name of the Society shall continue to be 'Neeta Apartment Building No.1 Co-operative Housing Society Ltd.'** The name of the Project to be constructed on said Land shall always be known as **"HS HERITAGE"**.

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 Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

(PROMOTERS)

(ALLOTTEE)

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters 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. H.S. Property Developers

A-102/103, Shiv Siddhi CHSL, Above Apna Sahakari Bank,

G.V. Scheme Road No. 1, Mulund East, Mumbai – 400081.

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoters 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

(PROMOTERS)

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and letters posted at the above address shall be deemed to have been received by the Promoters 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 Promoters 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 charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribe their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(SCHEDULE OF THE SAID PROPERTY)

ALL THAT the piece and parcel of land or ground being plot of land admeasuring about 2969.8 Sq. Mtrs. as per Property Register Card and 2494.90 sq.mtrs. being net plot area and 2656.54 sq.mts. as per physical survey and bearing C.T.S. No. 896/1 Survey No. 119, Hissa No. 5 in the revenue Village of Mulund East, Taluka Kurla, situated at Hutatma Chaphekar Bandhu Marg, Mulund East, Mumbai- 400081, together with the building consisting of 'A' and 'B' wings known as 'NEETA APARTMENT BUILDING NO. 1' standing thereon of NEETA APARTMENT BUILDING NO. 1 CO-OPERATIVE HOUSING SOCIETY LTD. in the registration District and Sub-District of Bombay City and Bombay Suburban within the limits of 'T' Ward of the Brihanmumbai Municipal Corporation and bounded as follows:

On or towards East : by Temple
 On or towards West : by Chaphekar Bandhu Marg
 On or towards North : by building known as RBI Employees

(PROMOTERS)

(ALLOTTEE)

Bhagwati CHS Ltd.

On or towards South : by building known as Ram Krishna Niwas

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE COMMON AREAS AND FACILITIES)

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	STP	31/03/2029	31/03/2029	
ii	OWC	31/03/2029	31/03/2029	
iii	Firefighting System	31/03/2029	31/03/2029	
iv	CCTV Surveillance	31/03/2029	30/06/2029	
v	Piped gas connection	31/03/2029	31/03/2029	
vi	Rain water harvesting	31/03/2029	31/03/2029	
vii	Mechanized and stack parking	31/03/2029	31/03/2029	

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	FSI Utilized or free of FSI
i.	Entrance Lobby -A Wing (Violet)		31/03/2029	30/06/2029	4.90 X 3.96 Mtrs	
ii	Entrance Lobby -A Wing (Iris)		31/03/2029	30/06/2029	6.23 X 5.05 Mtrs	

(PROMOTERS)

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iii	Entrance Lobby –B Wing (Aster)		31/03/2029	30/06/2029	5.62 x 5.05 Mtrs	
iv	Lift Lobby –A Wing (Violet)		31/03/2029	30/06/2029	10.40 x 2.00 Mtrs	
v	Lift Lobby – A Wing (Iris)		31/03/2029	30/06/2029	11.90 x 2.05 Mtrs	
vi	Lift Lobby –B Wing (Aster)		31/03/2029	30/06/2029	11.40 x 2.05 Mtrs	
vii	Fitness center 1 to 3		31/03/2029	30/06/2029	235.74 Sq.mts	
viii	Kids play area		31/03/2029	30/06/2029	324.34 Sq.Mts	
ix	Artificial Garden on terrace wing A- Violet		31/03/2029	30/06/2029	256.05 Sq.mts	
x	Artificial Garden on terrace wing A-IRIS		31/03/2029	30/06/2029	240 Sq.mts	
xi	Artificial Garden on terrace wing B-Aster		31/03/2029	30/06/2029	299.85 Sq.Mts	

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

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	FSI Utilized or free of FSI
	NA	NA	NA	NA	NA	NA

(PROMOTERS)

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

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	RG		336.04 sq.mt.	30-06-2029	30-06-2029

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service/stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	6 Nos	10-15 Passenger	1.0 to 01.25 Mtr/sec
ii	Car Lift	1 Nos	1 Car	0.2 to 0.6 Mtr/sec

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(SCHEDULE OF THE SAID APARTMENT)

A residential flat being **Apartment No.** _____ admeasuring about _____ sq.ft. (RERA Carpet), equivalent to _____ sq.mtrs. area (inclusive of balcony / deck space, if any) on _____ Floor in _____ Wing known as _____ along with Surface / Stack / Pit parking on _____ level in the New Building / Project to be known as **HS HERITAGE** to be constructed on the plot of land mentioned in the First Schedule situated at Hutatma Chaphekar Bandhu Marg, Mulund East, Mumbai - 400081.

SIGNED AND DELIVERED by the _____)
 within named **PROMOTERS** _____)
M/S. H.S. PROPERTY DEVELOPERS _____)

Through its Authorised Partner / _____)
Constituted Attorney _____)

(PROMOTERS)

(ALLOTTEE)

in the presence of)

1.

2.

SIGNED AND DELIVERED by the)

withinnamed **ALLOTTEE**)

1.)

2.)

in the presence of)

1.

2.

RECEIPT

RECEIVED of and from the within named Allottee prior to and upon execution hereof Rs. _____/- (Rupees _____ only) being the earnest money of the total consideration to be paid by them to us as withinmentioned.

Sr. No.	Cheque No./ RTGS No./ Ref. No.	Dated	Drawn On	Amount (Rs.)
			TOTAL	

WE SAY RECEIVED

For **M/S. H.S. PROPERTY DEVELOPERS**

Authorised Partner / Constituted Attorney

(PROMOTERS)

(ALLOTTEE)

LIST OF ANNEXURES

- ANNEXURE: A** - Copy of Index II of the said Deed of Deemed Conveyance dated 30th May 2014
- ANNEXURE: B** - Copy of Property Register Card in respect of plot of land bearing CTS No. 896/1 of village Mulund (East)
- ANNEXURE: C** - Copy of Registration Certificate of Neeta Apartment Building No.1 Co-operative Housing Society Limited
- ANNEXURE: D** - Colour Plan with green colour boundary line for entire Land as per Property Register Card, by blue colour hatches for area not in possession, by brown colour hatches for area under proposed road set back, red colour boundary line for net plot area.
- ANNEXURE: E** - Copy of Index II of the said Development Agreement dated 16th January, 2024
- ANNEXURE: F** - Copy of Title Report dated 4th March, 2024 read with Addendum dated 18th February, 2025 issued by J B Laalwani & Co. Advocates & Attorneys
- ANNEXURE: G** - Copy of Intimation of Disapproval dated 27/12/2024
- ANNEXURE: H** - Copy of Commencement Certificate dated 29/01/2025
- ANNEXURE: I** - Copy of MahaRERA Certificate
- ANNEXURE: J** - Copies of Typical Floor Plan
- ANNEXURE: K** - List of Amenities

(PROMOTERS)

(ALLOTTEE)