

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

HS LANDMARK LLP, PAN No. **AAQFH3648R**, a limited liability partnership firm, registered under the Limited Liability Partnership Act, 2008, duly represented by its Designated Partner namely SHRI HARSHEEL M. SATRA, having its registered office address at A-102, Shiv Siddhi CHSL, above Apna Sahakari Bank, G.V. Scheme Road No.1, Mulund (East), Mumbai - 400081, hereafter referred to as **“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, 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**".

WHEREAS:

- (a) By a Conveyance dated 16th February, 1988 registered with the Sub-Registrar of Assurances at Mumbai under No. SBBJ – 567 of 1988 made between M/s. Navketan Builders (therein referred to as the Vendors) of the First Part, Smt. Suhasini Sadashiv Guruji (therein referred to as the First Confirming Party) of the Second Part, M/s. Ganesh Constructions (therein referred to as the Second Confirming Party) of the Third Part and Saraj Darshan Co-operative Housing Society Ltd. (therein referred to as the Purchaser) of the Fourth Part, the said M/s. Navketan Builders with the confirmation of the Smt. Suhasini Sadashiv Guruji and the said M/s. Ganesh Constructions sold and conveyed the said Portion admeasuring 530 sq.yds equivalent to 443.13 sq.mtrs. bearing S.No. 127 H.No. 5 (part) and corresponding C.T.S. No. 807 (P) along with the building

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Saroj Darshan standing thereon to the said Saraj Darshan Co-operative Housing Society Ltd. (hereinafter referred to as the **said Society**) for the consideration and upon the covenants therein mentioned. The photo copy of Index II in respect of the said Conveyance dated 16/02/1988 is annexed hereto and marked as **Annexure: A.**

- (b) Earlier the said plot of land bearing C.T.S. No. 807 was admeasuring 684.7 sq.mtrs. Pursuant to the application made by the said Society to the City Survey Office, Mulund for sub-division of plot of land bearing C.T.S. No. 807 admeasuring 684.7 sq.mtrs., by a Sub-Division Order bearing No. C/Kary-2D/PV/SRK-2582 dated 13th March, 2024 the Collector, Mumbai Suburban District, sub-divided the said plot of land bearing C.T.S. No. 807 admeasuring 684.70 sq.mtrs. into two plots being plot of land bearing C.T.S. No. 807 (P) admeasuring 207.60 sq.mtrs. and plot of land bearing C.T.S. No. 807 (P) admeasuring 443.13 sq.mtrs. upon the terms and conditions therein mentioned. The copy of the Sub-Division Order dated 13/03/2024 is annexed hereto and marked as **Annexure: B.**
- (c) Pursuant to the said Sub-Division Order dated 13/03/2024, the City Survey Office cancelled the Property Register Card bearing C.T.S. No. 807 admeasuring 684.70 sq.mtrs. and opened two new Property Register Cards being (i) C.T.S. No. 807/A for plot of land admeasuring 241.57 sq.mtrs. and (ii) C.T.S. No. 807/B for plot of land admeasuring 443.13 sq.mtrs. in favour of Saraj Darshan Co-operative Housing Society Ltd. The copy of the Property Register Card bearing C.T.S. No. 807/B for plot of land admeasuring 443.13 sq.mtrs. in favour of Saraj Darshan Co-operative Housing Society Ltd. is annexed hereto and marked as **Annexure: C.**
- (d) The erstwhile developers M/s. Ganesh Constructions, pursuant to the plans approved by the competent authorities of Municipal Corporation of Greater Bombay, had constructed the building named Saroj Darshan, consisting of Ground plus Three upper floors, comprising of twelve (12) residential flats and one (1) shop/commercial premises (hereinafter referred to as the "**said Old Building**") and obtained Occupation Certificate dated 04/01/1978 from the Municipal Corporation of Greater Mumbai in respect

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thereof. The said M/s. Ganesh Constructions sold the said flats and shop to various prospective purchasers on ownership basis as per separate agreements executed between them and the said purchasers.

- (e) The various purchasers of Flats and Shop in the said Building came together to form a society and got registered the co-operative society under the Maharashtra Co-operative Societies Act, 1960 in the name of Saroj Darshan Co-operative Housing Society Ltd. under registration No. BOM/HSG/T/9191 of 1982 dated 20th May, 1982 (hereinafter referred to as the **said Society**). A copy of registration certificate of the said Society is annexed hereto and marked as **Annexure: D**.
- (f) In the events that had happened as above the said Society became the owner of, seized and possessed of or otherwise well and sufficiently entitled to the said plot of land bearing Survey No. 127, Hissa No.5 (part), C.T.S. No. 807/B admeasuring 443.13 sq.mtrs. together with the building known as Saroj Darshan standing thereon more particularly described in the First Schedule hereunder written and delineated on the plan hereto annexed and marked **Annexure: E** and thereon shown surrounded by red colour boundary line and hereinafter referred to as the **said Property**.
- (g) The Society with the Members collectively were in exclusive use, occupation, possession and enjoyment of the said Property without any dispute. The 13 bonafide Members of the said Society were in exclusive use, occupation, possession and enjoyment of their respective premises without any dispute.
- (h) 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

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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.

- (i) 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 16/06/2024 unanimously decided to appoint 'HS Landmark LLP' i.e. the Promoters herein for redevelopment of the said Property. The said Society vide its letter dated 22/06/2024, intimated and confirmed to the said 'HS Landmark LLP' i.e. the Promoters herein about their appointment as "Developer" for the redevelopment of the said Property. The Promoters in turn also issued Acceptance Letter dated 22/06/2024, 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 favour of the Promoters. The copy of Society's Letter for Appointment of Developer dated 22/06/2024 is annexed hereto and marked as **Annexure: F** and the copy of the Promoters Letter of Acceptance is annexed hereto and marked as **Annexure: G**.
- (j) Thereafter by and under a registered Development Agreement dated 1st August, 2024 made and executed between Saroj Darshan Co-operative Housing Society Limited (therein referred to as the Society) of the First Part, HS Landmark LLP i.e. the Promoters herein (therein referred to as the Developer) of the Second Part, and 13 Members of the Society (therein referred to as the Members) of the Third Part, the Society has, with the consent and concurrence of its all the 13 existing members, granted to and in favour of the Developer, full and exclusive development rights and permission to redevelop the said Property by demolishing the said Old Building and constructing new building on the said Land (hereinafter referred to as "**the New Building**") for consideration and upon the terms and conditions mentioned therein. The said Development

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Agreement dated 1st August, 2024 is duly registered in the office of the Joint Sub-Registrar Kurla No.4 under Sr. No. KRL4-17252-2024 on 01-08-2024 (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: H**.

- (k) Simultaneously with the said Development Agreement, the said Society has also executed an Irrevocable Power of Attorney dated 1st August, 2024 in favour of the Promoters duly represented by its Partner 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 1st August, 2024 is duly registered with the Joint Sub-Registrar of Assurances under Serial No. KRL4-17253-2024 on 01-08-2024 (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 (i) each of the existing residential member of the said Society free of cost one flat admeasuring area equivalent to existing carpet area of the respective flat + 25 % RERA carpet area on existing residential carpet area of the respective flat and (ii) the existing shop member of the said Society free of cost one shop admeasuring area equivalent to existing carpet area of the respective flat + 20 % RERA carpet area on existing residential carpet area of the respective shop as and by way of permanent alternate accommodation in lieu of the demolition of existing Building and surrender of all members existing units, and the Promoters providing to the Society 40 % of the parking spaces / slots out of the total parking spaces / slots sanctioned by the authorities concerned in the new building for allotment to the existing members of the Society, one society office and one gymnasium (area as may be permissible), terrace garden / landscape and one security cabin to the Society in the new building to be constructed on the said Property. The Promoters are further entitled to sell/ allot the balance premises as well as the remaining car parking spaces to any person / party as they may deem fit and

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to receive the sales proceeds in respect thereof and appropriate the same to recover their costs and profit.

- (m) Pursuant to the said Development Agreement and various resolutions passed by the Society and approved by its Members, by various Permanent Alternate Accommodation Agreements executed by and between the Promoters, the Society and the existing members of the Society, the new premises to be provided by the Promoters to the existing members in the new building have been identified.
- (n) The Promoters have at its own cost and consequences entered into a Standard Agreement with S.S. Associates, Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects.
- (o) The Promoters have at its own cost and consequences also appointed Associate Structural Engineer LLP, Structural Engineers for the preparation of the structural designs and drawings of the said building and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building or as decided by the Promoters.
- (p) In pursuance of the said Development Agreement, the Promoters have prepared a composite scheme for undertaking the redevelopment of the said Property in accordance with Regulation 33 (11) of the Mumbai Development Control and Promotion Regulation, 2034 (hereinafter referred to as the **DCPR 2034**) and the Promoters have submitted the said composite scheme of redevelopment to the Slum Rehabilitation Authority, Brihanmumbai (hereinafter referred to as the **said SRA**) for its approval.
- (q) Pursuant to the verification and perusal of the papers submitted by the Promoters to be in compliance with the conditions, the said SRA vide its Letter of Intent bearing No. T/PVT/0161/20241024/LOI dated 5/12/2024 (hereinafter referred to as the **said LOI**) approved the Slum Rehabilitation Scheme to be undertaken by the Promoters on the said Land upon the terms and conditions mentioned therein. The copy of the said LOI is annexed hereto and marked as **Annexure: I**.

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- (r) The plans, specifications, elevations, sections and details of the said building have been duly approved and sanctioned by the said SRA and the said SRA had issued Intimation of Approval bearing No. T/PVT/0161/20241024/AP dated 10/12/2024 (hereinafter referred to as the **said IOA**) in favour of the Promoters upon the terms and conditions therein mentioned. The copy of the said IOA is annexed hereto and marked as **Annexure: J**.
- (s) Upon complying with the terms and conditions of the said LOI and the said IOA, the said SRA on 12th March, 2025 issued Commencement Certificate upto plinth of the said building. The copy of the said Commencement Certificate dated 12th March, 2025 is annexed hereto and marked as **Annexure: K**.
- (t) The title of the Promoters to develop the said Property is set out in the Title Report dated 28th January, 2025 issued by Alpa Dedhia, Advocate for the Promoters, a copy whereof is annexed hereto and marked as **Annexure: L**.
- (u) Pursuant to the said LOI and the said IOA, the Promoters intends to develop and construct the new building consisting of Part Service Basement + Part Ground Floor (for one shop) + Part Stilt + upper floors for residential premises or such further area as may be approved by the said SRA and/or competent authorities along with the other amenities and facilities to be provided therein in the project to be known as **HS EMERALD** on the said Land (hereinafter referred to as **“the said Building/said Project”**).
- (v) 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.

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- (w) 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: M**.
- (x) In the circumstances aforesaid, the Promoters are inter alia entitled to sell / allot Flats / units / area in the said Building / said Project from the sanctioned sale component premises in the said building to be constructed by the Promoters and to enter into Agreements with purchasers of premises and to receive the sale consideration in respect thereof as it may deem fit and proper.
- (y) The Promoters have informed the Allottee that the Promoters will be entering into separate agreements with other allottees / purchasers for allotment / sale of premises in the said building to be constructed / under construction by the Promoters on the said Land.
- (z) 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 the new proposed building, to be constructed by the Promoters herein, which shall be known as **“HS EMERALD”** on the said Land (hereinafter referred to as **“the said Apartment”**) as shown on the typical floor plan hereto annexed as **Annexure: N** and thereon shown and surrounded by _____ colour line / hatches and more particularly described in the **Second Schedule** hereunder written.
- (aa) 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,

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revenue records, the said LOI, the said IOA, the said Commencement Certificate 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.

(ab) 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.

(ac) Prior to the execution of this Agreement, the Promoters have informed the Allottee that there is a open space deficiency and he is aware that there is open space deficiency on the said Land and the plans for development of the said Property and construction of building thereon are approved and sanctioned by the SRA after considering the said open space deficiency and the Allottee has no objection for the same. The Allottee hereby further specifically agrees and confirms that he shall not hold the Promoters and/or the SRA and/or the authorities concerned liable and responsible and shall not complaint to SRA / Brihanmumbai Municipal Corporation or other authorities for the following acts at present and in future :

- (i) For the Building under reference is deficient in open space;
- (ii) For failure of mechanical parking system / tower parking / car lifts on the said Property;
- (iii) For approving the proposed substandard size of rooms in the said Apartment;
- (iv) For mechanical light and ventilation.

The Allottee hereby further specifically agrees and confirms that in future he shall have no objection for the neighbouring properties being developed with deficient open space and he shall not raise any requisitions or queries for the same.

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- (ad) 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>.
- (ae) 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.
- (af) 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 LOI, IOA and Commencement Certificate) obtained by the Promoters and (iii) the Promoters' entitlement to develop the said Project with open space deficiency 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.
- (ag) 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.
- (ah) 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.

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- (ai) 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 the said Building **HS EMERALD** at the price of **Rs.** _____ /- (**Rupees** _____ **only**) and upon the terms and conditions hereinafter appearing.
- (aj) 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.

- (ak) 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

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Act, 1961. Such deduction and payment to the Income Tax Department shall be deemed as payment of the part consideration under this Agreement.

- (al) 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 plural and the feminine gender of the Allottee or vice versa.
- (am) 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 consisting of Part Service Basement + Part Ground Floor (for one shop) + Part Stilt + upper floors for residential premises or such further area as may be approved by the said SRA and/or competent authorities along with the other amenities and facilities to be provided therein in the project to be known as **HS EMERALD** on the said plot of land bearing Survey No. 127, Hissa No. 5 (part), C.T.S. No. 807-B, admeasuring 443.13 sq.mtrs. of Village Mulund East, situated at 90 Feet Road, V.B. Phadke 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: E** and more particularly described in the First Schedule hereunder written by consumption of 2384.43 sq.mtrs. total F.S.I. including Zonal F.S.I., Fungible F.S.I., Premium F.S.I., T.D.R. F.S.I. etc. in respect of the said Land in accordance with the plans, designs and specifications as approved by the S.R.A. and/or concerned competent

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authorities from time to time. There shall be underground water tanks, pump room, 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 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 the new proposed building (hereinafter referred to as **“the said Apartment”**) more particularly described in the **Second Schedule** hereunder written and as shown in the Floor Plan thereof hereto annexed and marked **Annexure: N** 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 **Third 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 agree to sell to the Allottee covered parking space bearing No. _____ admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ level stack 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.

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

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.

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

- i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to

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the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount of Rs. _____/- (_____)
(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. _____/- (_____)
(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. _____/- (_____)
against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion 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

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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 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

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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 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

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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").

3. The Promoters hereby declare 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 fail 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

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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 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.

Upon termination of this Agreement, the Allottee will execute and register the Cancellation Deed for cancelling the allotment of the flat / apartment and the parking space allotted under this Agreement and/or under the Allotment Letter. Simultaneously upon termination of this Agreement, 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 off 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: O** annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee on or before 31st December, 2028. If the Promoters fails or neglects to give

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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 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

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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.

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

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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 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

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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 share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. ____/- 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;

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- 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;
 - 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,
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physical possession of the common areas of the structure to the Society;

- 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 tenable 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

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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 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,

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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.

- 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 use of such areas shall be restricted to the cause for which these are meant.
- xiv. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign 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

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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 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-

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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.

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

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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 share money, membership fees and as entrance fees as required under law along with the undertaking to abide by the bye-laws of the said Society 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 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

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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 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.

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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, 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.

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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 'Saroj Darshan Co-operative Housing Society Ltd.'** The name of the Project to be constructed on said Land shall always be known as **"HS EMERALD"**.

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

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

(PROMOTERS)

(ALLOTTEE)

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: _____

HS Landmark LLP

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 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.

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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 piece or parcel of land or ground being plot of land bearing Survey No. 127, Hissa No. 5 (part), C.T.S. No. 807-B, admeasuring 443.13 sq.mtrs. of Village Mulund East, together with the building comprising of 12 residential Flats and one non-residential shop in the society known as SAROJ DARSHAN CO-OPERATIVE HOUSING SOCIETY LIMITED situated at 90 Feet Road, V.B. Phadke 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 bounded as follows that is to say:

On or towards the East : by 90' Ft Road

On or towards the West : by Anand CHS

On or towards the North : by Open Plot

On or towards the South : by under construction Building

THE SECOND 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 along with Mechanical / Surface / Stack / Pit parking on _____ level in the New Building / Project to be known as **HS EMERALD** to be constructed on the plot of land mentioned in the First Schedule situated at 90 Feet Road, V.B. Phadke Marg, Mulund (East), Mumbai - 400 081.

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THE THIRD 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	Firefighting System	31/12/2028	31/12/2028	
ii	CCTV Surveillance	31/12/2028	31/03/2029	
iii	Piped gas connection	31/12/2028	31/03/2029	
iv	Rain water harvesting	31/12/2028	31/12/2028	
v	Mechanized and stack parking	31/12/2028	31/12/2028	

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		31/12/2028	31/03/2029	3.51 X 3.63 Mtrs	
iv	Lift Lobby		31/12/2028	31/03/2029	14.20 Sq. Mtrs	
vii	Fitness center		31/12/2028	31/03/2029	37.78 Sq.mts	
viii	Kids play area		31/12/2028	31/03/2029	33.06 Sq.Mts	
ix	Society office		31/12/2028	31/03/2029	19.81 Sq.mts	

(PROMOTERS)

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**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

**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.			NA		

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service/stretchers/ goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	2 Nos	10-15 Passenger	1.0 to 01.25 Mtr/sec

SIGNED AND DELIVERED by the)
withinnamed **PROMOTERS**)
HS LANDMARK LLP)

(PROMOTERS)

(ALLOTTEE)

Through its Authorised Partner /)
Constituted Attorney)

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 Conveyance dated 16/02/1988
- ANNEXURE: B** - Copy of Sub-Division Order dated 13/3/2024
- ANNEXURE: C** - Copy of Property Register Card in respect of plot of land bearing CTS No. 807/B of village Mulund (East)
- ANNEXURE: D** - Copy of Registration Certificate of Saroj Darshan Co-operative Housing Society Limited
- ANNEXURE: E** - Colour Plan with red colour boundary line for plot area.
- ANNEXURE: F** - copy of Society's Letter for Appointment of Developer dated 22/06/2024
- ANNEXURE: G** - copy of Promoters Letter of Acceptance dated 22/06/2024
- ANNEXURE: H** - Copy of Index II of the said Development Agreement
- ANNEXURE: I** - Copy of LOI
- ANNEXURE: J** - Copy of IOA
- ANNEXURE: K** - Copy of C.C.
- ANNEXURE: L** - Copy of Title Report issued by Alpa Dedhia, Advocate
- ANNEXURE: M** - Copy of MahaRERA Certificate
- ANNEXURE: N** - Copies of Typical Floor Plan
- ANNEXURE: O** - List of Amenities

(PROMOTERS)

(ALLOTTEE)