

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at
Mumbai on this ____ day of _____, _____

BETWEEN

MESSERS D.G. LAND DEVELOPERS PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, (PAN No.: _____) having their Registered office at 104/105, Raghunath Krupa Building, Aarey Road, Goregaon (East), Mumbai-400 063; hereinafter for the sake of brevity called “**The PROMOTER**” (which expression

shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the ONE PART.

AND

Mr./Mrs./M/s._____, Adult, Indian Inhabitant of Mumbai, (PAN No.: _____) residing at _____
_____;

hereinafter for the sake of brevity collectively called “**The Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individual/s - his/her/their heirs, executors, administrators and permitted assigns and in case of partnership firm - the partner or partners for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor and in case of company - its successors and permitted assigns) of the OTHER PART.

WHEREAS:

(a) Vaibhav Kutir Co-operative Housing Society Limited, registered under the provisions of the

Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/HSR/4308 of 1974, having its registered address at Vaibhav Kutir Building, Poddar Road, Poddar Park, Malad (East), Mumbai– 400 097; (hereinafter referred to as the **“said Owner Society”**), as the Owner was and is well seized and possessed of or otherwise well and sufficiently entitled to All that piece and parcel of land with structure standing thereon being earlier Plot No.C, Current or Chalta No.244, Survey No.333 (Part), New CTS No.424/A, admeasuring 800.1 square meters and New CTS No.424/B, admeasuring 42.0 square meters (reserved for Road set back), upon and after effecting the sub-division of earlier C.T.S.No. 424, admeasuring 842.1 square meters, lying, being and situate in the Revenue Village:Malad East, Taluka: Borivali, Mumbai Suburban District; together with Ground plus Three storeyed building known as **“Vaibhav Kutir Co-operative Housing Society Limited”** standing thereon, situated at Poddar Park, Poddar Road, Malad (East), Mumbai–400 097 (hereinafter referred to as **“the said project land”**) as more particularly described in the **First Schedule hereunder written.**

(b) The Vaibhav Kutir Co-operative Housing Society Limited building consisted of 1 (One) building having ground plus three floors and is occupied by its 19 (Nineteen) Members out of which 13 (Thirteen) are residential Members and 6 (Six) are commercial members (occupying in aggregate 8156.15 square feet carpet area), as per the maintained records of the Owner Society. The Owner Society/Members of the Owner Society decided to go for re-development of the said property by demolishing the old Vaibhav Kutir Building on the said property and constructing new building/s thereon by the Developers herein, by utilizing TDR FSI to be procured and Compensatory Fungible FSI, as per D.C. Rules and Regulations for new construction.

(c) The said Society is the Owner of the said property, by Registered Deed of Conveyance dated:01-09-2014 (vide its serial No.BRL9-5494 of 2014 dated:05-09-2014, duly registered with the office of Joint Sub-Registrar of Assurances at Borivali-9, M.S.D.) which stood rectified by a Registered Deed of Rectification dated:11-02-2015 (vide its Registration No.BRL9/733/2015 dated:11-02-2015, duly Registered with the office of Joint Sub

Registrar of Assurances-Borivali-9, M.S.D.), restricted to the extent as more particularly contained therein,executed by and between 1) Shri Prasanchand Mehta and 2) Shri Sagarmal H. Kothari, as the Owners therein on the First Part, M/s.Ashok Builders (India), a Partnership Firm, as the Promoters therein on the Second Part and the Society herein, as the Purchaser Society therein, on the Third Part.

(d) That vide Development Agreement dated:01-09-2014 (vide its Serial No.BRL9-5495/2014 dated:01-09-2014, duly registered at the office of the Joint Sub-Registrar of Assurances at Borivali-9, M.S.D.), which stood rectified by a Registered Deed of Rectification dated:11-02-2015 (vide its Registration No.BRL9/734/2015 dated:11-02-2015, duly Registered with the office of Joint Sub Registrar of Assurances at Borivali-9, M.S.D.), restricted to the extent as more particularly contained therein, executed, by and between Vaibhav Kutir Co-operative Housing Society Limited, therein referred to as “the said Society” (the said Owner Society herein) of the One Part and **Messers D.G. Land Developers Private Limited**, therein referred to as the

Developer (the Promoter herein), on the Other Part (hereinafter referred to as "the Development Agreement"), alongwith a Special Power of Attorney dated:01-09-2014, (vide its Serial No.BRL9/5496/2014 dated:01-09-2014, duly Registered with the office of Joint Sub Registrar of Assurances-Borivali-9,M.S.D.) which stood rectified by a Registered Deed of Rectification dated:11-02-2015 (vide its Serial No.BRL9/735/2015 dated:11-02-2015, duly Registered with the office of Joint Sub Registrar of Assurances at Borivali-9, M.S.D.), restricted to the extent as more particularly contained therein, in favour of the Attorney, Mr.Brahmadev Dudhnath Shukla, authorized Director of the Developer, empowering and authorizing the Attorney with powers and authorities, as more particularly contained therein, (hereinafter referred to as "the Specific Power of Attorney") the Society interalia, granted the License to the Promoter to enter upon the said project land, more particularly described in the **First Schedule hereunder written**, to develop the said project land by demolishing the old Society building on the said project land and constructing a Proposed New Building/s thereon by loading TDR FSI to be procured interalia, for

providing additional carpet area to the Members and utilizing Compensatory Fungible FSI, as Developers therein on the terms and conditions incorporated in the aforesaid registered Development Agreement dated:01-09-2014 as stood rectified by a Registered Deed of Rectification dated:11-02-2015. The Developer herein in their own right became entitled to sell the balance Residential/Commercial Flat/s / Shop/s constructed out of balance TDR FSI and allot the balance Tower Car Parking. The said registered Development Agreement dated:01-09-2014 as stood rectified by a Registered Deed of Rectification dated:11-02-2015, for grant of development rights in respect of the said project land is properly stamped and registered on even date and alongside aforesaid Registered Special Power of Attorney dated:01-09-2014, as stood rectified by Registered Deed of Rectification dated:11-02-2015, came to be executed and registered on even date by the Owner in favour of **Mr.Brahmadev Dudhnath Shukla**, Authorized Director of the Developer, giving various powers and authorities, as more particularly contained therein.

(e) The said registered Development Agreement in detail contains and specifies the manner and the timeframe in which the New Proposed Building will be constructed on the said project land.

(f) The Promoter are entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove.

(g) Pursuant to the said registered Development Agreement, the Owner Society Members have put the Promoter in possession of the said project land for carrying out development work.

(h) That the tenure of the said property earlier shown as agricultural in the Record of Right/s and the Property Register Card Extract/s, came to be converted to non-agricultural use in pursuance to Order No.C/Desk-VII-A/LND/NAP/SRB-10710 dated:17-06-2015, passed by Collector, Mumbai Suburban and further by Mutation Entry No.498 dated:15-07-2015, the said property came to be sub-divided whereby CTS No.424 of the said property admeasuring 842.1 square meters came to be

sub-divided as CTS No.424/A, admeasuring 800.1 square meters i.e. area of the said property and CTS No.424/B, admeasuring 42.0 square meters (reserved for Road set back) by issuance of two Property Register Card/s in respect thereof, pursuant to Zilla Adhikari, Mumbai Suburban District, Order Atitatdi Pothissa Mojni Mo.R.No.494/2015 dated:10-06-2015, passed in Developers Application No.C/Karya/7-A/LND/Po.V/SRB-4194 dated:27-05-2015 made for sub-division of the said property.

(i) The name of the predecessor-in-title of the Owner Society and that of the said Society as Owner is in course of mutation and shall get reflected in the Record/s of Rights, Revenue Record/s and Property Register Card/s of the said property.

(j) The Promoter accordingly intend to construct and develop the New Multi-storeyed Residential/Commercial Building to be named as **“Sheetal Vaibhav Kutir”** consisting of Ground plus Seventeen (17) upper Floors (Part) Plus Part terrace (having ____ buildings and ____ wings) and other areas at the said project land and to

provide therein Permanent Alternate Accommodation by way of New Apartment/s to the existing Owner Society Members/Occupants of Old Vaibhav Kutir Building at the said project land, in terms of their respective Registered Agreement/s for Providing Permanent Alternate Accommodation, in lieu of their respective Old Flat/s/Shop/s Premises and to sell the balance Apartment/s and realise consideration amount and/or sale price in lieu thereof from the Allottee and allot balance tower parking/s to the Allottee, in their own absolute and exclusive right and entitlement.

(k) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said “**Apartment**”) in the _____ wing of the Building called “**Sheetal Vaibhav Kutir**” (hereinafter referred to as the said “**Building**”) being constructed at/in the said project, by the Promoter.

(l) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(m) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure-‘G’**.

(n) The Promoter has appointed Architect viz; Mr.Manish Shah and structural Engineer viz; Hiren Tanna, for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

(o) By virtue of the Development Agreement and Specific Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

(p) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of

title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr.Manish Shah and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

(q) The authenticated copies of Certificate of Title issued by Mr.Anupam R. Sharma, Advocate of the Promoter, authenticated copies of N.A. Order dated:17-06-2015, Record/s of Rights, Property Register Card/s or any other relevant revenue record showing the nature of the title of the Owner Society and Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure-‘A’ and ‘B’**, respectively.

(r) The authenticated copies of the plans of the sanctioned Layout of the building/s and open spaces at/in the said project have been annexed hereto and marked as **Annexure-‘C’**.

(s) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure-‘C-1’**.

(t) That the Municipal Corporation of Greater Bombay issued I.O.D. bearing No.CHE/WS-II/0513/P/337/(NEW) of 2014-15 dated:17-03-2015, in respect of development of the said property more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in the said I.O.D. dated:17-03-2015 and further issued Commencement Certificate bearing No. CHE/WSII/0513/P/337/(NEW) dated:06-06-2015, to construct the proposed Building as per the approved plan and terms and conditions of said I.O.D. and Commencement Certificate. The Copy of the I.O.D. is hereto annexed and marked as **Annexure-‘D’**. The Copy of the Commencement Certificate is hereto annexed and marked as **Annexure-‘E’**.

(u) The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

(w) The Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans.

(x) The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in wing ____ situated in the building No. _____ being constructed in the said Project.

(y) The carpet area of the said Apartment is _____ square meters and "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 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 apartment.

(z) 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;

(aa) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the

payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(bb) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Authority at no. _____ ;

(cc) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage/covered/tower parking (if applicable).

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

1. The recitals hereinabove shall form an integral part of this Agreement.

2. The Promoter shall construct the said building/s consisting of Ground plus Seventeen Floor/s (Part) Plus Part terrace, having ____ Building and _____ Wings, residential/commercial building to be known as **“Sheetal Vaibhav Kutir Co-operative Housing Society Limited”**, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Allottee admits and confirms that he/she/they have duly inspected and verified all the Title Documents, Deed/s, N.A. Order, Property Register Card/s, the said Sanctioned plan together with the I.O.D. and Commencement Certificate in respect thereof alongwith the other documents prior to the execution hereof.

Provided that the Promoter 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.

2(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of carpet area admeasuring _____ square meters on _____ floor in the building _____/wing (hereinafter referred to as **“the Apartment”**) as shown in the Floor plan thereof hereto annexed and marked Annexures-C and C-1 for the consideration of Rs._____/ - including Rs._____/ - being the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule hereunder written** (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 Promoter and the Promoter hereby agrees to sell to the Allottee garage/covered/stilt/stack parking bearing Nos.____, being constructed in the layout for the consideration of Rs. _____/-.

2(b) The total aggregate consideration amount for the Apartment including garages/covered/stilt/stack parking spaces is thus Rs. _____/-.

2(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 Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

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

ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the

total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilt/s / stack of the building or wing in which the said Apartment is located.

Note : This Payments will be further divided in to installments / steps as per number of slabs in wing/ tower in which premises has been purchased by purchaser.

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

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

vi. Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 85% of the

total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs._____/ - (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

All This above payments will be further divided in to installments / steps within limitation of schedules as mentioned above .

All the above payments shall be made by the Allottee to the Promoter in the name of **“MESSERS D.G.LAND DEVELOPERS PRIVATE LIMITED”**, the Promoter.

2(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the Apartment.

2(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with

the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2(f) The Allottee shall be entitled to deduct the T.D.S. (if any) as may be applicable, as per amended Rules and Provisions of Income Tax Act if the Purchase Price/Sale Consideration under this Agreement for such Apartment Sale is above the prescribed limit and in such event the Allottee shall execute such receipts Post-deduction of such T.D.S. amount and issue Original Tax-Deduction Certificate for the money so deducted and directly deposit such deducted amount with the Concerned Department/s of the Concerned Authority/ies in the prescribed time limit and shall upon demand produce the copy of the original paid-up Challan/Receipt in that respect and further undertakes that the Allottee shall keep the Promoter herein well saved and/or defended against any omission/commissions and/or default, in that regard.

2(g) The Promoter 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 2(a) of this Agreement.

2(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust its payments in any manner.

3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3(a) Time is essence for the Promoter as well as the Allottee. The Promoter 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 installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2(c) hereinabove (“Payment Plan”).

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI available due to setback (road widening/reservation) 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 Promoter had 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 Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

5(a) Without prejudice to the right of Promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement.

5(b) Provided that, Promoter 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 its 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

6. 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 Promoter in the said building and the

Apartment as are set out in **Annexure-‘F’**, annexed hereto.

7. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(iii) non-availability/shortage of steel and/or cement or other building materials or water supply or electric power supply;

8. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement within 7 days therefrom shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice with copy of Occupancy Certificate annexed thereto and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

8(a) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

8(b) Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8 and sub-clause 8(a), the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8 such Allottee shall continue to be liable to pay maintenance charges as applicable.

8(c) 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 Promoter 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 for which the Promoter alone are responsible shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects and not otherwise, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for residence purpose. He/she/they shall use the garage/covered/tower parking or parking space only for purpose of keeping or parking vehicle.

9(a) Within 15 days after notice in writing is given by the Promoter 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.

9(b) The Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined up and until the time he/she/they become the member/s of the Owner Society. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____-/- per month towards maintenance and other outgoings and the Promoter shall apply the amount/s so received from the Allottee towards the payment of maintenance charges and other outgoing/s, up and until the time Allottee becomes the member/s of the Owner Society.

9(c) The Allottee hereby agree/s and undertake/s to be a member/s of the said Owner Society, sign and execute all the necessary papers, application/s, form/s, for becoming the member/s of the said Owner Society, pay the membership and other applicable entrance/admission fee/s and other fees/charges thereto and to adhere to and with the bye-laws of the said Owner Society.

9(d) The Allottee hereby agree/s and undertake/s on becoming the Member/s of the said Owner Society to regularly pay the maintenance charges and dues, as per the Maintenance bill/s, raised by the said Owner Society from time to time.

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

- i. Rs._____-/- for share money, application entrance fee of the Owner Society.
- ii. Rs._____-/- for proportionate share of taxes and other charges/levies in respect of the Owner Society.
- iii. Rs._____-/- for deposit towards provisional monthly contribution towards outgoings of Society.
- iv. Rs._____-/- For Deposit towards Water, Electric, and other utility and services connection charges &
- v. Rs._____-/- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs._____-/- for meeting all legal costs, charges and

expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the 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 Promoter 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. The Promoter shall perform and fulfill all their contractual obligations towards the Owner Society, as contained in the said Development Agreement and 19

(Nineteen) Registered Agreement/s for Providing Permanent Alternate Accommodation executed between the Promoter and the Members/Occupant/s of the Owner Society, respectively.

iv. The Promoter undertake to handover the respective New Apartment Premises as Permanent Alternate Accommodation in the New Proposed Building to the 19 (Nineteen) Members/Occupants, in pursuance to the registered Agreement/s for Providing Permanent Alternate Accommodation executed with each of them before handing over possession to the Purchaser/s.

v. There are no encumbrances upon the project land or the Project;

vi. There are no litigations pending before any Court of law with respect to the project land or Project;

vii. 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 Promoter 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;

viii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

ix. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

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

(a) 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.

(b) 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, 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.

(c) To carry out at his/her/their 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 Promoter 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.

(d) 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 Promoter and/or the Owner Society.

(e) 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.

(f) 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.

(g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

(i) 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 Promoter under this Agreement are fully paid up.

(j) The Allottee shall observe and perform all the rules and regulations which the Owner Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 Owner 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 outgoings in accordance with the terms of this Agreement.

(k) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received for the shares of the Owner Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**15. PROMOTER SHALL NOT MORTGAGE OR
CREATE A CHARGE:**

After the Promoter executes this Agreement they shall not mortgage or create a charge on the Apartment 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.

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee 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.

17. 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/building, as the case may be.

18. RIGHT TO AMEND:

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

**19. 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.

20. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder 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.

21. 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.

22. 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.

23. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized

signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

25. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:_____
(Allottee’s Address):_____

Notified Email ID:_____

MESSERS D.G. LAND DEVELOPERS PRIVATE LIMITED.

Registered office at 104/105, Raghunath Krupa Building,
Aarey Road, Goregaon (East), Mumbai-400 063.

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

26. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

27. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty, registration charge, such other taxes, levies, charges and miscellaneous expenses of which payment incidence are on the Allottee, by virtue of allotment/purchase of the said Apartment by the Allottee by this Agreement, the same shall be borne and paid by the Allottee.

28. DISPUTE RESOLUTION:

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

29. GOVERNING LAW:

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

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

THE FIRST SCHEDULE OF THE SAID PROJECT
LAND ABOVE REFERRED TO

All that piece and parcel of land with structure standing thereon being earlier Plot No.C, Current or Chalta No.244, Survey No.333 (Part), New CTS No.424/A, admeasuring 800.1 square meters and New CTS No.424/B, admeasuring 42.0 square meters (reserved for Road set back), upon and after effecting the sub-division of earlier C.T.S.No. 424, admeasuring 842.1 square meters, lying, being and situate in the Revenue Village: Malad East, Taluka: Borivali, Mumbai Suburban District; together with Ground plus Three storeyed building known as **“Vaibhav Kutir Co-operative Housing Society Limited”** standing thereon, situated at Poddar Park, Poddar Road, Malad (East), Mumbai-400 097 and bounded as follows:

On or towards the East : By Joshi Bhuvan Property
having Old Plot No.D &
bearing Chalta No.186.

On or towards the West: By Poddar Road.

On or towards the North : By various Shop/s & Public
Road.

On or towards the South: By Poddar Road.

OR HOWSOEVER OTHERWISE the same are is was or
were heretofore butted bounded called known numbered
described or distinguished.

THE SECOND SCHEDULE OF THE SAID
APARTMENT ABOVE REFERRED TO

All that Apartment No._____ admeasuring _____ square feet carpet area on the _____ Floor, of the Ground plus Seventeen Floor/s (Part) Plus Part terrace, in _____ Wing, in Building No._____, with lift of the Residential Cum Commercial Building to be known as **“Sheetal Vaibhav Kutir Co-operative Housing Society Limited”**, with allotment of garage/covered/tower Parking bearing No._____, situate lying and being at Poddar Park, Poddar Road, Malad (East), Mumbai-400 097, together with common areas and facilities appurtenant to the Apartment i.e. project land; stair cases, lifts, staircase and lift lobbies, corridor, fire escapes, common entrances, exits of buildings; the common terraces, play areas, open parking areas; installations of electricity, gas, water and sanitation, air-conditioning, system for water conservation; the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; all community facility/ies as provided in the said project; portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; being constructed on the said Project Land, more particularly referred to in the First Schedule hereinabove written.

R E C E I P T

Received of and from the withinnamed Allottee, the Sum
of Rs._____-/- (Rupees _____
Only), as agreed towards the earnest money out of the
total sale price and/or consideration amount of Rs._____
_____-/- (Rupees _____ Only), by an
Account Payee Cheque/s/Pay Order drawn on Purcha-
ser/s Banker in the name of the Promoter, as more
particularly withinmentioned, in the manner as follows:

Sr.	Cheque/Pay	Date	Bank/Branch	Amount(Rs.)
No.	Order	No.		

Total: _____/-

(Rupees _____ Only)

to be paid by the Allottee to us, in terms as within mentioned.

Witnessess;

We Say Received as Above.

1)

Rs. _____/-

For Messers D.G. Land Developers

Private Limited

Mr.Brahmadev Dudhnath Shukla

[Authorized Director]

2)

(Promoter)

Signed, Sealed and Delivered by the)
within named **“Promoter”**)
Messers D.G. Land Developers Private Limited)
by and through the hands of its Authorized)
Director namely,)
Mr. Brahmadev Dudhnath Shukla)
pursuant to Resolution of Board of Directors)
dated: _____)
in the presence of.....)

Signed, Sealed and Delivered by the)
within named **“Allottee”**)
_____)
_____)
_____)
in the presence of.....)

SCHEDULE - 'A'

All that Apartment No._____ admeasuring _____ square feet carpet area on the _____ Floor, of the Ground plus Seventeen Floor/s (Part) Plus Part terrace, in _____ Wing, in Building No._____, with lift of the Residential Cum Commercial Building to be known as **“Sheetal Aniket Co-operative Housing Society Limited”**, with allotment of garage/covered/tower Parking bearing No._____, situate lying and being at Poddar Park, Poddar Road, Malad (East), Mumbai-400 097, being constructed on the land, being earlier Plot No.C, Current or Chalta No.244, Survey No.333 (Part), New CTS No.424/A, admeasuring 800.1 square meters and New CTS No.424/B, admeasuring 42.0 square meters (reserved for Road set back), upon and after effecting the sub-division of earlier C.T.S.No. 424, admeasuring 842.1 square meters, lying, being and situate in the Revenue Village: Malad East, Taluka: Borivali, Mumbai Suburban District and bounded as follows:

On or towards East: By _____.

On or towards West: By _____.

On or towards North: By _____.

On or towards South: By _____.

SCHEDULE-‘B’

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Certificate of Title of Advocate Mr. Anupam R. Sharma.

ANNEXURE – B

Authenticated copies of N.A. Order, Record/s of Rights and Property Register Card/s or any other revenue record/s showing nature of the title of the Owner Society and Promoter to the project land.s

ANNEXURE – C

Authenticated copies of the plans of the sanctioned Layout of the building/s and open spaces at/in the said project.

ANNEXURE - C-1

Authenticated copies of the approved plans and specifications of the Apartment purchased by the Allottee.

ANNEXURE - D

Copy of the I.O.D. bearing No. CHE/WS-II/0513/P/337/(NEW) of 2014-15 dated: 17-03-2015.

ANNEXURE - E

Copy of the Commencement Certificate bearing No.
CHE/WSII/0513/P/337/(NEW) dated:06-06-2015.

ANNEXURE – F

Specification and amenities for the Apartment.

ANNEXURE – G

Authenticated copy of the Registration Certificate of the
Project granted by the Real Estate Regulatory Authority.

Dated this ____ day of _____, 20____

Messers D.G. Land Developers
Private Limited.

..... Promoter.

And

Mr./Mrs./M/s. _____.

.....Allottee.

AGREEMENT FOR SALE

Mr. Anupam R. Sharma

Advocate, High Court, Mumbai

Flat No.11, Building No.6,

The Malad CHS Ltd., 2nd Floor,

Poddar Park, Poddar Road,

Malad (East), Mumbai-400 097.

VAIBHAV KUTIR

PROVISIONAL ALLOTMENT

Date : _ _ _ _ _

To,
Mr.

Sub: Allotment of Flat No. _ _ _ _ _ on the _ _ _ _ _ in the Proposed building to be known as “SHEETAL VAIBHAV KUTIR “ having _ _ _ _ _ carpet area (Carpet Area as per RERA _ _ _ _ _ sq.ft/sq.mts) to be constructed by us on plot bearing C.T.S. Nos. 424 at Village: Malad East , Taluka: Borivali , Mumbai Suburban District,.

Dear Sir / Madam,

You have agreed to purchase from us and we have agreed to allot to you the aforesaid _ _ _ _ _ Flat premises for a lumpsum consideration of Rs. _ _ _ _ _ (Rupees _ _ _ _ _ only) exclusive of all other deposits, legal charges, stamp duty, registration charges, service tax, VAT, LUC taxes, GST and the cost of formation of the Co-operative society / limited company / condominium of Apartment Owners / Association, as the case may be.

The Allottee shall be liable to pay the aforesaid Consideration Value, Additional Charges and Government Taxes & Levies as per the payment schedule time being of the essence.

Payment Received:-

Sr.	Cheque No	Dated on	Amount	Bank Name
1				

The detailed terms and conditions of the sale, which have been discussed and mutually agreed upon by and between us, will be set out in the Agreement for sale, which shall be executed by and between us, as mutually agreed upon, in due course. You will have to execute an Agreement for sale within a period of seven days when called upon. You will have to abide by all the terms and rules and pay the appropriate stamp duty, registration thereon and all the due or consideration amount as stipulated installments in the agreement and as intimated to you by the demand letter.

Contd..2/-

: 2 :

Format of Agreement for Sale has been provided to you and You shall be bound by all the terms and conditions of the Agreement for sale, which have been explained to you and you, hereby, agree to abide by the same.

The unit(s) cannot be re-sold/transferred to any third party by the allottee till all amounts in relation to the Unit have been received by the Company and the allottee has taken possession of the Unit.

This allotment letter has been issued under of provisions of Real estate (regulation and development) Act 2016 and Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 and allied rules and regulations . You hereby agree to abide by the same.

This allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or proceedings followed Real estate (regulation and development) Act 2016 and Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 and allied rules and regulations

You can contact customer care relationship manager for any queries or assistance.

I would like to take this opportunity to thank you for the trust that you have reposed in the DGS Group, and assure you of our best services at all times.

Thanking you,

Yours faithfully,

D.G.LAND DEVELOPERS PRIVATE LIMITED

WE CONFIRM

Authorized Signatory
Signature

Note: this Provisional Allotment letter does not give exclusive right to the allotted premises unless all the terms are complied with and in the event the terms are not complied, this letter of allotment shall stand ispo facto terminated.