

Draft – 14.10.24

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this _____ day of _____, in the Year Two Thousand Twenty _____;

BETWEEN

M/S. DISHA CONSTRUCTION, a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 having its registered office at Square One, 2nd Floor, Next to HDFC and IDFC First Bank, Gulmohar Road, Juhu, Mumbai – 400 049, hereinafter referred to as **“THE DEVELOPERS/ PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partner or Partners for the time being of M/s. Disha Construction, the survivors or survivor of them and the heirs, executors, administrators and assigns of such last surviving Partner) of the ONE PART;

AND

MR./MRS./MESSRS _____

an adult/s Indian inhabitants/ residing at / having his/ her/ its/ their _____ address _____ at _____

hereinafter called **“THE ALLOTTE/S/ PURCHASER/S”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of individuals

his/her/their heirs and legal representatives, executors and administrators and in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in the case of a corporate body, its successors and in the case of the Trust its Trustees for the time being) of the OTHER PART:

WHEREAS :-

- (a) By a Deed of Conveyance dated 28th day of February, 1974 duly registered with the Sub-registrar of Assurances at Bombay under Serial No. BOM/S/779/1974 made between Jim Rusdin Private Limited therein called the Vendors of the One Part, L. K. Market F& Investment Company Private Limited therein called the Confirming Parties of the Second Part and Messrs. Gulraj Builders therein called the Purchasers of the Third part, M/s Gulraj Builders therein purchased all that piece and parcel of land bearing CTS No. 831/13 corresponding to S. No. 143, Plot No. 5B admeasuring 2970 square meters or thereabouts of Village Ambivali, Taluka Andheri, Mumbai Suburban District ("said Land") and more particularly described in the First Schedule thereunder written on the terms therein mentioned.
- (b) M/s Gulraj Builders, constructed a building known as 'Daswani Apartments' comprising of 6 wings namely 'A' to 'F' Wings, each wing comprising of ground plus 3 upper floors and part 4th floor, in C & D wing encompassing 50 residential apartments

plus 3 garages (hereinafter referred to as the "Old Building") consuming 25673 Sq.ft. of Carpet Area on the said land as per the plans and specifications approved by the Bombay Municipal Corporation (BMC) vide approval No. CE/4960/BSII/A/K. The BMC issued the Building Completion Certificate (BCC)/ Completion Certificate (CC) dated 28th November, 1975 bearing No. CE/4960/BSII/A/K.

- (c) The said Land and the Old Building are hereinafter collectively referred to as the **"said Property"** and more particularly described in the First schedule hereunder written.
- (d) M/s Gulraj Builders, sold the apartments in the existing building to various apartment purchasers by diverse agreements under Maharashtra Ownership Apartments Act, 1963. The apartment purchasers of the said building formed a co-operative housing society under the name of 'Daswani Co-operative Housing Society Limited', registered under the Maharashtra Co-operative Societies Act, 1960 under registration no. BOM/HSG/5576 of 1978, being the Society herein. The society issued shares to all the apartment purchasers and admitted them as the members of the society.
- (e) As the said M/s Gulraj Builders failed to execute the Deed of conveyance for conveying the right, title and interest in the said land and the said building in favour of the Society, the Society, made an application namely Application No. 56/2013, before the District Deputy Registrar of Co-operative Societies, Mumbai City (3) (DDR) under the provisions of sub section (3) of Section 11 of Maharashtra Ownership Apartments Act, 1963

("MOFA") for issuing a certificate of Entitlement to the said Society to have a unilateral Deemed Conveyance executed in its favour and to have it registered.

- (f) After following due process of law, the DDR issued an order cum Certificate bearing No.DDR-3/Mum/Deemed Conveyance/ Deed/13/4442 dated 30th July, 2013 certifying that, the Society became entitled to Unilateral Conveyance of the said land and the said building and to execute Deed of Unilateral Conveyance and have it registered as provided under the Registration Act, 1908.
- (g) By a Deed of Conveyance (Deemed/Unilateral) dated 23rd December, 2014 duly registered with the office of the Sub- Registrar of Assurances at Andheri-1 under Sr. No. BDR/504/2015 on 16th January, 2015, executed by and between Shri Subhash Patil, the DDR (the Competent Authority) on behalf of M/s Gulraj Builders therein referred to as "the Confirming Party" of the First Part and Daswani Co-operative Housing Society Ltd. herein and therein referred to as "the Society" of the Second Part, the said Property was conveyed to the Society.
- (h) Pursuant to the above, the society became the Owner and absolutely entitled to the said Property more particularly described in the First Schedule hereunder written and on 5th June, 2018 the name of the Society was mutated on the Property Register Card.
- (i) The Society comprises of 50 members occupying 50 residential apartments. The said Building 'Daswani' is old and in a dilapidated condition

and the Society decided to redevelop the same by demolishing the existing building and re-constructing thereon a multistoried building, with a right to consume the available FSI arising out of the said Property and utilizing the additional FSI, outside TDR FSI, Fungible FSI, Set back area and all other FSI with or without premium available and permissible including the road width FSI under the provisions of Regulation 33 (7)(B) of the prevailing Development Control And Promotion Regulations for Greater Mumbai, 2034 and other Building regulations in force;

- (j) The Society has represented that it has marketable title to the said property free from all encumbrances beyond reasonable doubts and has not created any third-party rights therein.
- (k) By a Development Agreement dated 9th February 2024, duly registered with the Sub-Registrar of Assurances at Andheri-7, under Sr. No.BDR-18/2506/2024 ("Development Agreement"), executed between Daswani Co-operative Housing Society Ltd., herein and therein referred to as the Society of the First part, all members of the Society therein referred to as the members of the Second part and M/s. Disha Construction, the Developers /Promoters herein and therein referred to as the Developers of the Third Part, the Society granted the redevelopment rights of the said Property to the Developers/Promoters herein on the terms and conditions more particularly mentioned therein.
- (l) Society also executed a Power of Attorney dated 13th February 2024, duly registered with the Sub-Registrar of Assurances under Sr. No.2690/2024, in

favour of M/s. Disha Constructions, the Developers /Promoters.

- (m) In the premises, the Developers / Promoters became entitled to redevelop the property more particularly described in the First Schedule hereunder written.
- (n) Under the Development Agreement, the Promoters are required to provide to the members of the Society, Permanent Alternate Accommodation in total admeasuring 33374.90 Sq. ft. constructed carpet area in the new building to be constructed.
- (o) In pursuance of the provisions of the Development Control and Promotion Regulations, 2034 for Greater Mumbai ("DCPR"), while redeveloping the said property it is permissible to consume FSI arising out of the said property as well as fungible FSI, the additional FSI, incentive FSI, Protected FSI, the outside TDR FSI and the area as may be available for construction on the said property by treating the same as base land and/or recipient plot under the provisions of DCPR and also all the FSI available by payment of premium and various concessions as permissible or otherwise;
- (p) The net plot area available for development is 2970 Sq. Mtrs as per the PRC and also as per the actual physical survey of the said Property and the total base FSI available would be 2970 Sq. Mtrs. x 2.70 FSI aggregating to 8019.00 Sq. Mtrs. The said Property abuts the road known as Convent Avenue, 4 Bungalows Road which is 9 mtrs. wide.
- (q) The FSI available on the said Property is in the ratio of 1:2.70 FSI i.e. 1 FSI is the base FSI, 0.5 is the

additional FSI to be purchased from the Authorities by payment of premium and 0.5 FSI being the outside TDR FSI to be purchased from the market and fungible FSI 0.7 (part available as free of costs and part to be purchased from the Authorities). The total FSI therefore available for construction tentatively is 8019 sq. mtrs. together with Fungible FSI. It is further agreed that if over and above the aforesaid FSI if any further FSI is available for consumption, then the Developers /Promoters shall be entitled to utilize the same on the said property.

- (r) The Developers/Promoters have thus agreed to carry out development of the said Property by demolishing the existing building and constructing in place thereof a new multistoried building by utilizing the entire available FSI arising out of the said property, FSI by way of outside TDR, Fungible FSI/area and area available by payment of premium or otherwise as recited herein;
- (s) As per the sanctioned Plans by Municipal Corporation of Greater Mumbai (**MCGM**), the Developers/Promoters propose to construct a multi-storeyed Residential Building on the said Property comprising of stilt, plus 2 levels of Podiums plus 16 Residential Upper Floors with a provision to construct additional Upper Floors by utilizing the entire or further FSI of the said Property (hereinafter referred to as the "**New Building/said Building**") by following the due procedure of law prescribed by RERA and rules and regulations made thereunder. The New Building shall have rehabilitation components i.e. apartments for the existing members of the Society as well as free sale component. The allotment of the apartments/ Apartments and the parking to the existing

members have been made as mentioned in the Development Agreement and after the earmarking of the apartments and parking to the existing members, the Developers/ Promoters shall be entitled to allot/sell the balance apartments/ Apartments and parking's to the prospective Apartment Purchasers for such consideration and on such terms and conditions as the Developers/Promoters may deem fit and proper.

- (t) The Developers / Promoters are developing the said property after demolishing the existing building 'Daswani' by consuming the FSI arising out of the said Property as also by consuming the outside TDR FSI thereon and the Fungible FSI as may be permissible now as well as in future in accordance with the provisions of the Development Control Promotions and Regulations for Greater Mumbai, 2034 or the Development Control Regulations as may be Prevailing from time to time and the rules thereunder (for short **"DCPR-2034"**) and as may be granted / amended from time to time by the concerned authorities and to obtain occupancy certificate in respect of the said building.
- (u) The Developers / Promoters have got the layout and the building Plan sanctioned, at present consuming the FSI available and have planned out the Development of the said property in such a way that the Developers / Promoters can consume the minimum FSI of 8019 square meters including the above referred FSI, Protected FSI, outside TDR FSI and further additional area/FSI available by payment of the premium or otherwise at concessions available, the fungible FSI as per the prevailing rules and regulations and with the

provisions to avail of, load and utilize the further F.S.I., TDR/ Fungible FSI, additional FSI and incentive FSI by following due procedure of law. The Allottee/s/Purchaser/s has been explained the effect of TDR, Fungible FSI and FSI to be obtained by payment of premium as also the DCPR-2034 and proposed building plans on the project.

- (v) The Developers / Promoters are entitled and sejoined upon to construct building/s on the said Property more particularly described in the First Schedule hereunder written, in accordance with the recitals hereinabove;
- (w) The Developers / Promoters are in possession of the said Property.
- (x) There are no encumbrances upon the said Property.
- (y) The Developers / Promoters have submitted the Building Plans to the MCGM and the same have been sanctioned by the MCGM vide IOD 14th August, 2024 bearing No. P-20848/2024(831/13) K/W WARD/AMBIVALI/IOD/1/NEW/Dated 14th August 2024 and the MCGM has issued Commencement Certificate (CC) dated 03rd, October, 2024. Copy of the IOD & Commencement Certificate are annexed herewith and marked as **ANNEXURE "A" Colly.**
- (z) As per the approved plans the Developers / Promoters have demolished the old building 'Daswani' and commenced the construction of the new Building in accordance with the C.C.

issued by the MCGM and the work of construction is in progress in accordance thereof;

- (aa) The project and the building name shall be known as **“DISHA ELYSIUM”** but the name of the society shall remain the same i.e. **“DASWANI CO-OPERATIVE HOUSING SOCIETY LIMITED”**;
- (bb) The Developers / Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ occupation certificate of the said building.
- (cc) The Developers / Promoters have entered into an agreement with Architect /License Surveyor Mr. Jinish Soni of M/s 3 Dimensional Consultants LLP, Architects registered with the Council of Architects.
- (dd) The Developers / Promoters have appointed U. D. Chande LLP, Structural Engineer, for the preparation of the structural design and drawings of the proposed building and the Developers / Promoters accept the professional supervision of the said Architect /License Surveyor and the structural Engineer till the completion of the said building
- (ee) The Developers / Promoters while constructing Building/s, on the said property, are required to comply with various terms and conditions put up by Mumbai Municipal Corporation and shall carry out the construction as per the prevailing Rules and Regulations as applicable thereto.

- (ff) The Allottee/s/Purchaser/s has/ have evinced interest to purchase and acquire an Apartment bearing Number _____ on the _____ floor in _____ Wing (hereinafter referred to as "**the said Apartment**") in the building called ""DISHA ELYSIUM"" (hereinafter referred to as "**the New Building**") being constructed on the said Property by the Developers / Promoters;
- (gg) The Developers have allotted Apartments to the existing Members from 1st Habitable Floor which starts from 3rd Floor and after the allotment of the apartments to the existing Members, the Developers / Promoters alone have the sole and exclusive right to sell/allot the Apartments on upper floors/parking spaces on Ground and podium area in the said building/s to be constructed by the Developers / Promoters on the said property and to enter into agreements with the Allottee/s /Purchaser/s of the apartments and to receive the sale price in respect thereof
- (hh) The Allottee/s /Purchaser/s has/have prior to the execution of these presents demanded from the Developers / Promoters and the Developers / Promoters have prior to the execution of these presents given inspection to the Allottee/s /Purchaser/s of all the documents of title relating to the said Property, the IOD, C.C. i.e. the plans, designs and specifications prepared by the Developers / Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and under the Maharashtra Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as may be applicable and The

Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964, thereunder (hereinafter referred to as "**the said Act**" and "**the said Rules**"). The Allottee/s /Purchaser/s has/have taken inspection of the said documents to his/her /their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and authority of the Developers / Promoters, to develop the said property;

- (ii) The Allottee/s /Purchaser/s hereby agree and confirm with the Developers / Promoters that the Developers / Promoters and/or their nominees or assignees shall have right to use and enjoy at all times all the facilities that may be finally provided by the Developers / Promoters including common pathways, recreation facility, storm water drains, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively referred to as "**the said infrastructure/ common facilities**");

- (iii) The authenticated copies of Title Report issued by M/s Pravin Mehta And Mithi & Co., Advocates and Solicitors, the Advocates of the Developers / Promoters, authenticated copies of Property Register Card showing the nature of the title of the Developers / Promoters and the Society to the

project land on which the Apartments are to be constructed have been annexed hereto as **ANNEXURE "B" Colly.**

(kk) The authenticated copies of the plans of the Layout as proposed by the Developers / Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project however subject to its amendments have been annexed hereto as **ANNEXURE "C" Colly.**

(ll) The authenticated copies of the floor plans and specifications of the Apartment agreed to be purchased by the Allottee/s/ Purchaser/s, as sanctioned and approved by the local authority have been annexed hereto as **ANNEXURE "D."**

(mm) The Allottee/ Purchaser is put to the notice of the deficiency in open space in the said Property and for the purpose the Allottee/Purchaser shall not hold MCGM and the Developers / Promoters liable at any time now and/or in future and the Allottee/s/ Purchaser/s has/have agreed, not to raise any requisitions on title and/or to call for any further documents, pertaining to title of the said Property and/or challenge or doubt the authority of the Developers / Promoters to develop the said property.

(nn) The Developers / Promoters have disclosed all necessary particulars as to the title and its rights in the property including encumbrances if any in the Project Land. Particulars as to the development of the project including building and apartments along with specification and internal development work, external development work, the date and

manner in which the payment towards the cost of the Apartment to be made and date on which the possession of the apartment will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 are available on website of the Regulatory Authority.

(oo) The Developers / Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Reference No. _____. The authenticated copy of Registration is annexed hereto as **Annexure “E”**;

(pp) The Allottee/s/Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Developers / Promoters for allotment of Apartment No._____, on the _____ Floor , in the proposed building known as “Disha Elysium” to be constructed on the said Project Land;

(qq) The Allottee/s/Purchaser/s have/has requested the Developers/Promoters for allotment of an Apartment bearing No. _____ on the _____ Floor admeasuring _____ Sq. Mtrs (Carpet Area), exclusive area (balcony) is _____ sq. mtrs and exclusive areas (utility area) is _____ sq. mtrs in all aggregating to _____ sq. mtrs (total area) along with exclusive right to use _____ car parking having each size _____ mtrs x _____ mtrs x _____ mtrs (breadth x length x vertical clearance) located on _____ level podium in the said building to be constructed on the said Property described in the First Schedule hereunder written, and known as **“Disha Elysium”** shown in red color hatch on the

floor plan annexed hereto and marked **ANNEXURE “D”** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **“the said Apartment”**), for the consideration as setout hereinafter

(rr) The Developers / Promoters have agreed to sell to the Allottee/s/ Purchaser/s the Apartment bearing No. _____ on the _____ Floor, admeasuring _____ Sq. Mtrs. Carpet area and exclusive area (balcony) is _____ sq. mtrs and exclusive areas (utility area) is _____ sq. mtrs in all aggregating to _____ sq. mtrs (total area) comprising of Two/Three Bedrooms, Hall & Kitchen in the proposed building known as **“Disha Elysium”** along with exclusive right to use _____ car parking having each size _____ mtrs x _____ mtrs x _____ mtrs (breadth x length x vertical clearance) located on _____ level podium _____ (hereinafter referred to as the **“said Apartment”**) to be constructed on the said property more particularly described in the First Schedule hereunder written for the lump sum consideration of Rs. _____/- (Rupees _____ only) and on the terms and conditions hereinafter appearing and the said Apartment is more particularly described in the Second Schedule hereunder written and shown in red color hatch on the sketch floor plan annexed hereto as **ANNEXURE “D”**.

(ss) The carpet area of the said Apartment is _____ Square Meters as defined under RERA Regulations and **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, but inclusive of balcony appurtenant to the said Apartment for exclusive

use of the Allottee/s/Purchaser/s and also includes the area covered by the internal partition wall of the apartment.

- (tt) The specifications, common areas, Amenities and Facilities of the Building are more particularly described in the Third Schedule hereunder written.
- (uu) Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to (i) the title of the Promoters to develop the Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the , on the said Property and complete the Project under various provisions of the DCPR-2034 and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoters to the said Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to complete the transaction.
- (vv) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s Purchaser/s, having perused all the necessary documents, deeds and writings related to title of the Developers / Promoters to the said Property and

the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Building and subject to the rights of the Developers / Promoters reserved herein, is/are desirous of purchasing from the Developers / Promoters the said Apartment on the terms and conditions and the consideration specified hereinafter;

(ww) Under section 13 of the said Act the Developers / Promoters are required to execute a written Agreement for sale of the said Apartment with the Allottee/s/Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 and the Allottee/s/Purchaser/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

(xx) The Allottee/s / Purchaser/s have/has paid a sum of Rs. _____/- (Rupees _____ Only) to the Developers / Promoters as and by way of earnest money of the sale price of the said apartment agreed to be sold by the Developers / Promoters to the Allottee/s/Purchaser/s till the execution hereof (payment and receipt whereof the Developers / Promoters do hereby admit and acknowledge and discharge the Allottee/s/Purchaser/s from the same);

- (yy) Hereinafter for the sake of brevity, the term Allottee/s/Purchaser/s shall be referred to as “**the Allottee/s/ Purchaser/s**” and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Mumbai Stamp Act, 1958;
- (zz) The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. In this Agreement, unless another intention is stated-

- i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.
- ii) the singular includes the plural and vice versa;
- iii) Reference to a particular gender does not exclude the other gender;

2. **SALE:-**

- 2.1 The Developers / Promoters shall construct the said building “DISHA ELYSIUM” comprising of stilt plus 2 levels of Podiums plus 16 Residential Upper Floors on the said property described in the First Schedule hereunder written with a provision to construct additional Upper Floors by utilizing the entire FSI of the said Property in accordance with the plans, designs, specifications approved and to

be amended by the concerned local authority from time to time by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder with only such variations and modifications as the Developers / Promoters may consider necessary for getting the plans further amended, consuming the further F.S.I. credit/ T.D.R., Fungible FSI, additional FSI and incentive FSI/ Protected FSI or otherwise as may be available on the said property to the fullest extent as may be permitted by the concerned authority or any government authority. The Allottee/s/Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Developers / Promoters, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Apartment agreed to be purchased by the Allottee/s /Purchaser/s is not reduced. Provided further that the Developers / Promoters shall obtain prior consent of the Allottee/s/Purchaser/s only in respect of such variations or modifications, which may adversely affect the said Apartment which the Allottee/s Purchaser/s agreed to be purchased under this Agreement.

- 2.2 The Allottee/s/Purchaser/s hereby agree/s to purchase from the Developers / Promoters and the Developers / Promoters hereby agree to sell to the Allottee/s/Purchaser/s, the Apartment bearing No. _____ on the _____ Floor, admeasuring _____ Sq. Mtrs. Carpet area and exclusive area (balcony) is _____ sq. mtrs and exclusive areas (utility area) is _____ sq. mtrs in all aggregating to _____ sq. mtrs (total area) comprising of Two/Three Bedrooms, Hall & Kitchen in the

proposed building known as “**Disha Elysium**” along with exclusive right to use _____ car parking having each size _____ mtrs x _____ mtrs x _____ mtrs (breadth x length x vertical clearance) located on ground/_____ level podium (hereinafter referred to as the “**said Apartment**”) to be constructed on the said property more particularly described in the First Schedule hereunder written for the lump sum consideration of Rs. _____/- (Rupees _____ only)

and on the terms and conditions hereinafter appearing and the said Apartment is more particularly described in the Second Schedule hereunder written and shown in red color hatch on the sketch floor plan annexed hereto as **ANNEXURE “D”** and the consideration includes 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 **Third** Schedule hereunder written.

- 2.3 The Allottee/s/ Purchaser/s acknowledges that the said Apartment and the car parking spaces referred above, shall be held by the Allottee/s/ Purchaser/s as one composite apartment and the Allottee/s/Purchaser/s shall not be entitled to transfer the use and enjoyment of any one without the other

3. **CONSIDERATION:-**

3.1 The total aggregate consideration amount for the apartment including covered / parking spaces is Rs._____/ - (Rupees _____ Only)

3.2 The Allottee/s/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs._____/ - (Rupees _____ Only) as earnest amount / advance payment i.e. 10% of the total consideration and hereby agrees to pay to the Developers / Promoters the balance amount of Rs._____/ - (Rupees _____ Only) and shall be deposited in "Disha Construction Collection Escrow Account", Account No. 57500001614026, HDFC Bank, Juhu Gulomohar Road Branch having IFS Code HDFC0008180 situated at Plot No 20, Ground & 1st Floor, Gulmohar Road, Nepathya, Juhu, Mumbai 400049. In addition to the above bank account, I/we have opened in the same bank, "DISHA CONSTRUCTION RERA ESCROW AC" and "DISHA CONSTRUCTION ESCROW AC" having Account No. 57500001613559 and 57500001613562 respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount as per the "**PAYMENT PLAN**" mentioned in the following manner :-

- | | | |
|------|---|--------------------------------|
| i) | Token on confirmation of apartment choice | 10% of the total consideration |
| ii) | On Execution of this Agreement | 20% of the total consideration |
| iii) | On Completion of Plinth | 15% of the total consideration |
| iv) | On completion of 1 st Slab | 1.60% of the total |

		Consideration
v)	On completion of 2 nd Slab	1.30% of the total
		Consideration
vi)	On completion of 3 rd Slab	1.30% of the total
		Consideration
vii)	On completion of 4 th Slab	1.30% of the total
		Consideration
viii)	On completion of 5 th Slab	1.30% of the total
		Consideration
ix)	On completion of 6 th Slab	1.30% of the total
		Consideration
x)	On completion of 7 th Slab	1.30% of the total
		Consideration
xi)	On completion of 8 th Slab	1.30% of the total
		Consideration
xii)	On completion of 9 th Slab	1.30% of the total
		Consideration
xiii)	On completion of 10 th Slab	1.30% of the total
		Consideration
xiv)	On completion of 11 th Slab	1.30% of the total
		Consideration
xv)	On completion of 12 th Slab	1.30% of the total
		Consideration
xvi)	On completion of 13 th Slab	1.30% of the total
		Consideration
xvii)	On completion of 14 th Slab	1.30% of the total
		Consideration
xviii)	On completion of 15 th Slab	1.30% of the total
		Consideration
xix)	On completion of 16 th Slab	1.30% of the total
		Consideration
xx)	On completion of 17 th Slab	1.30% of the total
		Consideration
xxi)	On completion of 18 th Slab	1.30% of the total
		Consideration
xxii)	On completion of 19 th Slab	1.30% of the total
		Consideration

- xxiii) On Completion of the walls, 10% of the total internal plaster, floorings doors consideration and windows of the said Apartment.
- xxiv) On Completion of the Sanitary fittings, 5% of the total staircases, lift wells, lobbies up to the consideration floor level of the said Apartment.
- xxv) On Completion of the external 5% of the total plumbing and external plaster, consideration elevation, terraces with waterproofing, of the building in which the said Apartment is located.
- xxvi) On completion of the lifts, 5% of the total water pumps, electrical fittings, consideration electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building in which the said Apartment is located.
- xxvii) At the time of handing over of the 5% of the total possession of the Apartment to the consideration Allottee/s/Purchaser/s

3.3 Time is essence for the Developers / Promoters as well as the Allottee/s/Purchaser/s. The Developers / Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s/Purchaser/s and the common areas to the association of the Allottee/s/Purchaser/s after receiving the occupation certificate (OC) Similarly, the Allottee/s/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers / Promoters as provided in clause no. 7.1 hereinbelow.

3.4 The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers / Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and completion of the Project payable by the Developers / Promoters) up to the date of handing over the possession of the Apartment

3.5 In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Developers/Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers/Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Developers/ Promoters such omission on the part of Apartment Purchaser shall be constructed as breach of this agreement.

3.6 Without prejudice to the Developers/Promoters' rights, under this agreement and/or in law, the Developers/ Promoters shall be entitled to claim and the Allottee/s/ Purchaser/s shall be liable to pay to the Developers/Promoters interest at the

rate as specified in RERA Act or at such rate as Developers/Promoters may agree on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven (7) days or more after becoming due.

3.7 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 Developers / Promoters undertake and agree that while raising a demand on the Allottee/s/Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers / 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/s/Purchaser/s, which shall only be applicable on subsequent payments.

3.8 The Developers / Promoters shall confirm the final carpet area that has been allotted to the Allottee/s/Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers / Promoters. If there is any reduction in the carpet area within the defined limit then Developers / Promoters shall refund the excess money paid by Allottee/s/Purchaser/s

within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/s/Purchaser/s, the Developers / Promoters shall demand additional amount from the Allottee/s/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3.9 The Allottee/s/Purchaser/s authorizes the Developers / 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 Developers / Promoters may in its sole discretion deem fit and the Allottee/s/Purchaser/s undertakes not to object/ demand/direct the Developers / Promoters to adjust his payments in any manner.

4. The Developers / 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/s/Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the building.

5. 5.1 The Developers / Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 8019 square meters only and Developers / Promoters have planned to utilize Floor Space Index of 8019 sq. mtrs. by availing of TDR or FSI available on payment of

premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers / Promoters have disclosed the Floor Space Index of 8019 sq. mtrs.as proposed to be utilized by him on the project land in the said Project and Allottee/s/Purchaser/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developers / Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers / Promoters only.

5.2 The Developers / Promoters are also entitled to the balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project and for the purpose to raise additional Floor/s by amending the building Plans by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder and the Developers / Promoters are also entitled to consume further FSI as may be permissible under any law or circular or by way of concessiossn, set back or payment of premium or by reason of change in the Development Control Rules and Policy or issuance of any circulars for the time being in force.

5.3 The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the

terms and conditions that may be imposed by the MCGM and other authorities concerned and also subject to the Developers / Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Developers / Promoters by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder.

6. It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Apartment to the Developers / Promoters and mortgaged/mortgage the said Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Developers / Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Developers / Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Developers / Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/Purchaser/s hereby further expressly agree/s that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said apartment in any manner whatsoever without obtaining prior written permission from the Developers / Promoters as per the provisions

contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers / Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Developers / Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Developers / Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers / Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said apartment and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Developers / Promoters shall have a first lien/charge on the said apartment towards all the claims, costs, charges or expenses/losses of the Developers / Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Developers / Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers / Promoters without any delay, default or demur.

7. **POSSESSION AND FORCE MAJEURE:-**

- 7.1 Unless prevented by force majeure event/s, the Developers / Promoters will hand over possession of the said Apartment to the Allottee/s/ Purchaser/s on or before 60 months from the date of issuance of Commencement certificate with a further grace period of Six (6) months or such further period as may be agreed between the parties, subject to the Allottee/s/Purchaser/s making timely payments of the installments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee/s/Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Developers / Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Apartment are situated is delayed on account of:-
- (a) war, civil commotion, or act of God.
 - (b) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

8. **PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-**

- 8.1 If the Developers / Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s/Purchaser/s, the Developers / Promoters agree to pay to the Allottee/s/Purchaser/s, who does not intend to withdraw from the project, interest at the rate as specified in the RERA / Rules thereunder, on all the amounts paid by the Allottee/s/Purchaser/s, for every month of delay,

till the handing over of the possession. The Allottee/s/Purchaser/s agree to pay to the Developers / Promoters, interest as specified in the Act/Rule, on all the delayed payments which become due and payable by the Allottee/s/Purchaser/s to the Developers / Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s/Purchaser/s to the Developers / Promoters.

- 8.2 Without prejudice to the right of Developers / Promoters to charge interest in terms of sub clause 8.1 above, on the Allottee/s/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/s/Purchaser/s to the Developers / Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s/Purchaser/s committing three defaults of payment of installments, the Developers / Promoters shall at his own option, may terminate this Agreement:

Provided that, Developers / Promoters shall give notice of fifteen days in writing to the Allottee/s/Purchaser/s, by Registered Post AD at the address provided by the Allottee/s/Purchaser/s and mail at the e-mail address provided by the Allottee/s/Purchaser/s, of his/her/their/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/s/Purchaser/s fail/s to rectify the breach or breaches mentioned by the Developers / Promoters within the period of notice then at the end of such notice period, Developers / Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) 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 Promoter.

8.3 Upon termination of this Agreement in terms hereof, the Developers / Promoters shall be at liberty to dispose of and sell the said Apartment and covered car parking space to such person and at such price as the Developers / Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Developers / Promoters shall refund to the Allottee/s/Purchaser/s only the amount paid by the Allottee/s/Purchaser/s (and not anything more than that) within a period of thirty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 15% of the Purchase Price (which is to stand forfeited by M/s. Disha Constructions upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Apartment up to the date of termination of this Agreement;
- (c) processing fee and brokerage paid, if any etc. in respect of the said Apartment;
- (d) the amount of interest payable by the Allottee/s/ Purchaser/s to the Developers /

Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(e) in the event, the resale price of the said Apartment to a prospective Allottee/s/ Purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and

(f) the costs incurred by the Developers / Promoters in finding a new buyer for the said Apartment.

(g) Pre-EMI Interest, if any, paid by the Developers / Promoters to Banks/Financial Institution on behalf of Allottee/s/ Purchaser/s under particular Scheme.

8.4 Any payment/s made by the Allottee/s/ Purchaser/s to the Developers / Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s/Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.5 In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottees' failure in this regard.

Bank Account Details		
Beneficiary Name	:	
Bank Account Number	:	
Bank Name	:	
Branch	:	
IFSC Code	:	

9. **DETAILS OF FIXTURES AND AMENITIES:-**

9.1 The fixtures, fittings and amenities to be provided by the Developers / Promoters in the said building and the said Apartment hereby agreed to be sold are those that are set out in **ANNEXURE “F”** annexed hereto. The Allottee/s/Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Developers / Promoters, the Developers / Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Apartment. In such circumstances, Developers / Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s/ Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Developers / Promoters to offer at the earliest/on time the possession of the said Apartment / s to the Allottee/s/Purchaser/s as agreed under this Agreement. The Allottee/s/ Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Developers / Promoters.

- 9.2 All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

10. **PROCEDURE FOR TAKING POSSESSION:-**

- 10.1 The Developers / Promoters, upon obtaining the occupancy certificate from the MCGM and the payment made by the Allottee/s/Purchaser/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s/Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developers / Promoters shall give possession of the Apartment to the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s agree(s) to pay the maintenance charges as determined by the Developers / Promoters or association of Allottee/s/Purchaser/s, as the case may be. The Developers / Promoters on its behalf shall offer the possession to the Allottee/s/Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said building.
- 10.2 The Allottee/s/Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s/ Purchaser/s intimating that the said Apartments are ready for use and occupancy. The Allottee/s/Purchaser/s

further agree/s that till the Allottee/s/Purchaser/'s share is so determined the Allottee/s/Purchaser/s shall pay to the Developers / Promoters or to the Society as the case may be, provisional monthly contributions of Rs._____/-(Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s/Purchaser/s to the Developers / Promoters shall not carry any interest and remain with the Developers / Promoters, subject to the provisions of section 6 of the said Act. The aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Developers / Promoters to the society. The Allottee/s/Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

10.3 The Allottee/s/Purchaser/s shall check up all the fixtures and fittings in the said Apartment before taking possession of the same. At the time of taking possession of the said Apartment, the Allottee/s/Purchaser/s shall bring to the attention of the Developers / Promoters any defects in completion of the said Apartment, in absence whereof, the Developers / Promoters shall be deemed to have presumed that the Allottee/s/Purchaser/s is fully satisfied with the completion of the said Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Developers / Promoters. Thereafter, the Allottee/s/Purchaser/s shall have no claim against

the Developers / Promoters in respect of any item of work in the said Apartment or in the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

11. FAILURE OF ALLOTTEE/S/PURCHASER/S TO TAKE POSSESSION OF APARTMENT:-

11.1 Upon receiving a written intimation from the Developers / Promoters as per clause 10.1, the Allottee/s/Purchaser/s shall take possession of the said Apartment from the Developers / Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers / Promoters shall give possession of the said Apartment to the Allottee/s/Purchaser/s. In case the Allottee/s/Purchaser/s fail/s to take possession within the time provided in clause 10.1 such Allottee/s/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

12. USER OF APARTMENTS:-

The Allottee/s/Purchaser/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of or for which Plans are sanctioned. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

13. The Developer/Promoters has informed the Allottee(s) and the Allottee(s) is/are aware & agree that in order to provide a common and better quality service the Developer/Promoters shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the buildings to be constructed

upon the Layout Land. The aforesaid rights are retained by the Developer/Promoters to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee(s) and /or other occupants of apartment(s)/premises in the Tower shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee(s) and/or occupants of apartment(s)/premises in the Tower and/or the association / Apex Body / Apex Bodies shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary cooperation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

14. **MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEE/S/ PURCHASER/S:**

- 14.1 A Deed of Conveyance is not required to be executed, conveying the said Property to the Society, as the Society is already in existence having absolute title in respect of the said Property.

14.2 Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee/s/Purchaser/s has/have been put into vacant and peaceful possession of the said Apartment, the Promoters shall cause the said Society to admit the Allottee/s/Purchaser/s as its Member upon application to be made by the Allottee/s/Purchaser/s and upon payment of the prescribed application fees and admission fees, the said Society shall admit the Allottee/s/ Purchaser/s as its member issuing 5 fully paid up shares of the said Society. The Allottee/s/Purchaser/s, however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Allottee/s/Purchaser/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the said Society for being admitted as its Member.

15. **ALLOTTEE/S/PURCHASER/S TO PAY OUTGOINGS AND MAINTAINANCE:-**

15.1 Within 15 days after notice in writing is given by the Developers / Promoters to the Allottee/s/Purchaser/s that the Apartment is ready for use and occupancy, the Allottee/s/ Purchaser/s 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 including those

set out in the Fourth Schedule. Until the management is handed over to the Society, the Allottee/s/Purchaser/s shall pay to the Developers / Promoters such proportionate share of outgoings as may be determined. The Allottee/s/Purchaser/s further agree/s that till the Allottee/s/Purchaser/s' share is so determined, the Allottee/s/Purchaser/s shall pay to the Developers / Promoters provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s/Purchaser/s to the Developers / Promoters shall not carry any interest and remain with the Developers / Promoters until management is handed over to the said Society.

15.2 The Allottee/s/Purchaser/s hereby agrees to pay his proportionate share in the maintenance charges for gardens, lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, fitness center, installation of central services such as power light, air conditioning, society office and all other common amenities and facilities in the project as shall be intimated by the Developers/ Promoters or Society. It is clarified that the maintenance charges as mentioned and set out in detail in the Fourth Schedule hereunder written shall be borne and paid by the Allottee/s/Purchaser/s and the Society.

16. OTHER MISCELLANEOUS PAYMENTS:-

16.1 The Allottee/s/Purchaser/s shall on or before delivery of possession of the said Apartment keep deposited with the Developers / Promoters, the following amounts:-

- (i) Rs._____/ - for legal charges.
- (ii) Rs_____/ - for reimbursement of the amount towards permanent non - refundable deposit for Deposit towards Water, Electric, and other utility and services connection charges which may be payable to the various authorities and;
- (iii) Rs_____/ - for deposits towards Development Charges
- (iv) If any GST applicable under the above heads.

Total Rs. _____/- (Rupees _____
 _____Only)

It is agreed by the Purchaser/s that the Developers/Promoters shall not be liable to render any account for the amounts collected by/ from the purchaser/s.

16.2 The Allottee/s/Purchaser/s shall pay to the Society a sum of Rs. _____/- (Rupees _____
 _____ only)
 towards:-

- (i) Rs._____/ - for share money, application, entrance fee of the Society in favour of the said society.
- (ii) Rs_____/ - for provisional monthly contribution towards outgoings of Society.
- (iii) Proportionate share of sinking fund as per the Society's request.

(iv) If any GST applicable under the above heads.

17. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS / PROMOTERS:-**

The Developers / Promoters hereby represents and warrants to the Allottee/s/Purchaser/s as follows:-

- i) The Developers / Promoters/ have 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 Developers / Promoters have 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 Developers/Promoters have disclosed and the Allottee/s/Purchaser/s hereby agree, accept and confirm that the Promoters shall be entitled to raise finance from any Financial institutions on their unsold Apartments and shall disclose to the Allottee/s/Purchaser/s of such unsold Apartments. Such Apartments shall be sold by the Developers/Promoters with intimation of the finance raised to the prospective Allottee/s/Purchaser/s of such Apartments;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Developers / Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi) The Developers / Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s/Purchaser/s created herein, may prejudicially be affected;
- vii) The Developers / Promoters have 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/s /Purchaser/s under this Agreement;
- viii) The Developers / Promoters confirm that the Developers / Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement;
- ix) The Developers / Promoters have 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;

- x) 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 Developers / Promoters in respect of the project land and/or the Project except those disclosed in the title report.

18. **COVENANTS OF THE ALLOTTEE/S/PURCHASER/S:-**

18.1 The Allottee/s/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developers / Promoters as follows :-

- i) To maintain the Apartment at the Allottee/s/Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to

damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected by the concerned 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/s/Purchaser/s in this behalf, the Allottee/s/Purchaser/s 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 Developers / Promoters to the Allottee/s/Purchaser/s 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/s/Purchaser/s committing any act in contravention of the above provision, the Allottee/s/Purchaser/s 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 Developers / Promoters and/or the Society .

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii) He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Said Property and/or anytime thereafter and will not

default in compliance with the terms of this Agreement including making any payments

- viii) Pay to the Developers / Promoters within seven days of demand by the Developers / 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.
- ix) 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/s/Purchaser/s for any purposes other than for purpose for which it is sold.
- x) The Allottee/s/Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s/Purchaser/s to the Developers / Promoters under this Agreement are fully paid up.
- xi) The Allottee/s/Purchaser/s shall observe and perform all the rules and regulations of the Society 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/s/Purchaser/s 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.

xii) The Allottee/s/Purchaser/s shall permit the Developers / Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings / project land or any part thereof to view and examine the state and condition thereof.

xiii) The Allottee/s/Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

xiv) The Allottee/s/Purchaser/s is made aware of the fact that the said building is deficient in open space and MCGM will not be held liable for the same in future. Further the Allottee/s/Purchaser/s hereby agrees and permit for the neighborhood development with deficient open space in future and that the Allottee/s/purchaser will not hold the MCGM liable for the Proposed inadequate / sub-standard sizes of rooms in future. The Allottee/s/purchaser is further put to the notice about the inadequate maneuvering

space of car parking and no complaint shall be made to M.C.G.M. with this regard.

xv) Shall assign and / or transfer the benefit of this Agreement to any person only for such user as sanctioned .

19. **SEPARATE ACCOUNTS:-**

19.1 The Developers / Promoters shall maintain a consolidated account of all the deposits collected from the buyers of various apartments in the said Building and of all deposits paid and expenses incurred therefrom. The Developers/ Promoters are authorized to utilize the said deposits for the purposes for which they have been received. The Developers / Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Apartment notwithstanding any excess/ deficit collection from any particular buyer of the Apartment in respect of his/her Apartment. In the event, any shortfall arises then the Allottee/s/Purchaser/s and/or the said Society, shall be individually and collectively liable to pay to the Developers / Promoters such amount as may be determined by the Developers / Promoters at their sole discretion.

20. **DELAY OR INDULGENCES:-**

20.1 Any delay tolerated or indulgence shown by the Developers / Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Apartment Allottee/s/Purchaser/s by the Developers / Promoters shall not be construed as a waiver on the part of the Developers / Promoters of any breach or non-compliance of

any of the terms and conditions of this Agreement by the Allottee/s/Purchaser/s nor shall the same in any manner prejudice the rights of the Developers / Promoters.

21. **ESSENCE OF CONTRACT:-**

21.1 The Allottee/s/Purchaser/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is The Essence Of The Contract. The Developers / Promoters will forward to the Allottee/s/Purchaser/s intimation of the Developers / Promoters having carried out the construction at the address given by the Allottee/s/Purchaser/s, under this Agreement and the Allottee/s/Purchaser/s shall be under obligation to pay the amount of installments, within seven days of demand by the Developers / Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the Allottee/s/Purchaser/s as given in these presents. The Developers / Promoters shall keep a certificate of their Architects, certifying that the Developers / Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s/Purchaser/s at the Office of the Developers / Promoters, which shall be binding on the Allottee/s/ Purchaser/s.

22. **LIABILITY OF ALLOTTEE/S/PURCHASER/S TO PAY ALL STATUTORY DUES:-**

22.1 By reason of the Developers / Promoters having agreed to sell the said Apartment to the Allottee/s/Purchaser/s, if any, statutory dues become payable by the Developers / Promoters or the Allottee/s/Purchaser/s including GST or

otherwise, the same shall be paid by the Allottee/s/Purchaser/s within 7 days from the demand being raised by the Developers / Promoters as a part of this Agreement.

23. DISCLOSURES BY DEVELOPERS / PROMOTERS:-

23.1 The Allottee/s/Purchaser/s hereby declares that before the execution of this Agreement, the Developers / Promoters have made full, free and complete disclosure and the Allottee/s/Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following:-

- (a) Nature of Developers / Promoters' right and title to the said property described in the First Schedule hereunder written as also copies of the various permissions granted as mentioned in the Title Certificate of the Developers / Promoters annexed hereto along with all relevant papers and proceedings mentioned therein.
- (b) IOD, CC and all plans and specifications duly approved and sanctioned by Brihanmumbai Municipal Corporation to be built upon the said property;
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- (d) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development/ betterment charges municipal and other taxes and water and electricity charges, including

water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.

(e) The Allottee/s/Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developers / Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s/Purchaser/s with full knowledge thereof have entered into this Agreement.

23.2 The Developers / Promoters have informed the Allottee/s/ Purchaser/s and the Allottee/s/ Purchaser/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Developers / Promoters, as follows:-

i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said property and Building/s or any part or portion thereof. The Allottee/s/ Purchaser/s shall have no claim save and expect in respect of the said Apartment hereby agreed to be sold to him/ her/ them and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Developers / Promoters until the said property and/or the said building/s is/are handed over to the said Society, subject to the Developers / Promoters reserving such rights in the said property in favour of the Developers / Promoters as may be

available/ outstanding at the time of such handover.

- ii) For all or any of the purposes mentioned herein under and/or under this Agreement, the Developers / Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s/Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever.

- iii) While fixing the consideration of the said Apartment, proper consideration and due care and caution is taken of various powers or authorities mentioned herein, given by the Allottee/s/Purchaser/s to the Developers / Promoters.

24. **ADDITIONAL FACILITIES IN PROJECT:-**

The Developers / Promoters, as permitted by the Municipal Corporation is providing a Fitness Centre and the society office, as per the Rules and Regulations of Municipal Corporation for the purpose of the user of the same by the Society on the portion of the First habitable Floor i.e. 3rd floor of the building.

25. **TRANSFER IN FAVOUR OF THE SOCIETY OF ALL ALLOTTEES/PURCHASER/S AND RIGHTS OF DEVELOPERS / PROMOTERS:-**

25.1 Irrespective of whatever is stated herein above in the immediately preceding clause, the Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building.

The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

25.2 Only on completion of the Project and on the Developers / Promoters consuming the full permissible F.S.I. available in respect of the said property the Developers / Promoters shall hand over the management of the building to the Society and if the management of the building is handed over to the Society prior to Developers / Promoters consuming the full permissible FSI available, the Developers / Promoters hereby reserve their right to exploit the F.S.I. not consumed on the said property. The Allottee/s/Purchaser/s confirm/s that the Developers / Promoters are and shall be entitled to the said property and all the benefit arising therefrom and have agreed only to sell the said Apartment being subject matter of this Agreement and the Allottee/s/purchaser's rights are restricted to the said Apartment notwithstanding any statutory rights and if any, the Allottee/s/Purchaser/s hereby waive/s all such rights. It is further agreed that in the event of the Allottee/s/Purchaser/s disputing or challenging the rights of the Developers / Promoters then in such case the Developers / Promoters shall have the right to terminate this Agreement notwithstanding the fact that the Allottee/s/Purchaser/s has/have paid the full consideration amount and/or has/have been put into possession of the said Apartment.

25.3 All unsold Apartments, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, stilt area and other Apartments and spaces in the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Developers / Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s/ Purchaser/s do hereby give permission to what is stated above and the Allottee/s/Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

25.4 The Developers / Promoters intend to and may retain for themselves the remaining apartments in the said Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Building, as the case may be. The Developers / Promoters shall not be liable to pay non occupancy charges thereof to the said Society.

26. RIGHTS OF DISPLAY:-

26.1 The Developers / Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Developers / Promoters and/or their affiliates (hereinafter referred as "**the displays**") with various devices (including electronic, laser and neon signs) in one or

more places in the said Building therein including, on open space/s, the terraces and/or any parts of the said Building if it so desires at its own costs and expenses. The Developers / Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s/Purchaser and/or the occupant/s of the other apartments the said Building and/or the said Society in respect of the displays.

27. COMMON AREAS AND AMENITIES:-

27.1 The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Apartment by the Allottee/s/Purchaser/s and his/her/its bona fide family members to the end and intent that:

i) As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new Allottee/s/purchaser(s) of the said Apartment and the Allottee/s/Purchaser/s' rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;

ii) The Allottee/s/Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said

infrastructure/common facilities and/or decline or refuse to transfer to the new Allottee/s/Purchaser/s the benefit thereof along with the sale and transfer of the said Apartment to such Allottee/s/Purchaser/s;

27.2 If the TATA Limited / Adani Electricity Mumbai Ltd. or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Apartment Allottee/s/Purchaser/s in the said building including the Apartment Allottee/s/Purchaser/s herein in proportion with the area of their respective Apartment.

28. The Developers / Promoters hereby declare that:-

(a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or T.D.R., fungible FSI, protected FSI and/or outside F.S.I. by the MCGM and all other concerned authorities;

(b) That the common areas and facilities (if any) shall be as set out in the Third Schedule hereunder written;

(c) The Apartment is intended and shall be used for residential use only and the Allottee/s/Purchaser/s undertakes that the said Apartment shall not be used by the Apartment Allottee/s/Purchaser/s for any other purposes whatsoever.

29. **REPRESENTATION & AGREEMENT OF ALLOTTEE/S/ PURCHASER/S:-**

29.1 The Allottee/s/Purchaser/s hereby agree/s and admit/s having taken inspection of all the documents required to be given by the Developers / Promoters under the provisions of the RERA and hereby agrees and confirms that the Developers / Promoters shall have rights for the purposes setout herein below and the Developers / Promoters shall be entitled to exercise the same as if the Allottee/s/Purchaser/s has / had given the prior written permission to the Developers / Promoters as required under the said Act and said Rules and with a view to remove any doubt the Allottee/s/Purchaser/s hereby confer/s upon the Developers / Promoters the right and authority for the purposes set out herein below:-

- (a) Without modifying the plan of the said Apartment the Developers / Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder.
- (b) The Developers / Promoters shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder. However, the Developers / Promoters shall not modify or alter the plan of the Apartment agreed to be purchased by the Apartment Allottee/s/Purchaser/s.
- (c) To avail of all the benefits attached to the said Property, the Developers / Promoters

shall be entitled to put up any construction in the Open Space/RG area/Recreational open space or as may be permissible by MCGM.

- (d) The Developers / Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Developers / Promoters may think fit and proper by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder.
- (e) The Allottee/s/Purchaser/s and/or the Society or Association of the Allottee/s/Purchaser/s of all the Apartments shall not raise any objection on any ground as to the Developers / Promoters' rights reserved.

30. FIRST CHARGE AND LIEN OF DEVELOPERS / PROMOTERS:-

30.1 The Developers / Promoters shall have first lien and charge on the said Apartment agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.

31. INTERIM MANAGEMENT:-

31.1 In the event, the management of the said property being handed over to the Society before

the sale and disposal of all the Apartments, parking spaces, by the Developers / Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Developers / Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold Apartments, parking spaces and the disposal thereof and such Allottee/s/Purchaser/s of the said unsold Apartments shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

32. **DEFECT LIABILITY:-**

- 32.1 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 shall be rectified by the Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act.
- 32.2 Upon receipt of complaint from the Allottee/s/Purchaser/s, the Promoter shall arrange to examine and ascertain the values of damages

with his consultants and contractors. The Promoters shall rectify the same, within a period of 5 years from the date of O.C. However, if the damages are unable to be rectified then the Promoters shall compensate to the Allottee/s/Purchaser/s for such amount as may be ascertained by the consultants within a period of 30 days. However, it is clarified that if the defect has arisen due to result of any unlawful construction or any addition or alteration carried out by the Allottee/s/Purchaser/s carried out by the Allottee/s/Purchaser/s in their respective premises or by Organization of Allottee/s/Purchaser/s of the building or as a result of non-maintenance of the said building or said Apartment then in such event the Promoters shall be absolved from such liability.

33. **STAMP DUTY AND REGISTRATION CHARGES:-**

33.1 The Allottee/s/Purchaser/s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and forthwith inform the Developers / Promoters to attend such office and admit execution thereof.

34. The Developers / Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of the Apartments therein to all the members/ acquirers /occupants of such Apartment and the Allottee/s/Purchaser/s herein shall have no right to object to the same and will not object to the same and the Allottee/s/Purchaser/s hereby give/s his specific permission to the same. If the Allottee/s/ Purchaser/s

take/s possession of the said Apartment in such part completed and/or floor or otherwise the Developers / Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said property including the building in which the said Apartment is situated.

35. Before the sale and/or disposal by the Developers / Promoters of all the Apartments, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society or of the Apartment holders and the Allottee/s/Purchaser/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold/ unassigned Apartment, stilt, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Developers / Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc.) in respect of the unsold Apartments, hoarding spaces and/or unallotted/ unassigned car parking spaces. In case the management of the Building is handed to the co-operative society before the disposal of all the Apartments by the Developers / Promoters, then and in such an event, the Developers / Promoters shall join in as the Developers / Promoters /members in respect of such unsold Apartment & Car parking space and as and when such Apartments & Car parking space are sold to the persons of the choice and at the discretion of the Developers / Promoters, the co-operative society shall admit as members the

Allottee/s/Purchaser/s of such Apartment without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s/Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s/Purchaser/s, at the time of handing over the management.

36. **DEVELOPERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID APARTMENT:-**

36.1 After the Developers / Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment but if any such mortgage or charge has already been made or created then the Developers / Promoters shall obtain from the respective bank/financial institution a no objection to the sale of such Apartment and notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s/Purchaser/s who has taken or agreed to take such Apartment.

36.2 The Developers / Promoters have already availed or propose to avail financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee/s/ Purchaser(s) under this Agreement in respect of the said Apartment, and they obtain the NOC as mentioned above, the Developers / Promoters shall be absolutely entitled to and have the right to create charges or liens, encumber,

mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Allottee/s/Purchaser/s and the Allottee/s/ Purchaser/s have given and granted their specific, full, free and unqualified permission to the Developers / Promoters to do so. As part of such arrangement by the Developers / Promoters all or any of the responsibilities and/or obligations of the Developers / Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Developers / Promoters shall be binding on the Allottee/s/Purchaser/s. The Developers / Promoters undertake to clear the aforesaid encumbrances, if any, and the Developers / Promoters shall indemnify and keep the Allottee/s/Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Allottee/s/Purchasers by virtue of any encumbrances created as aforesaid. The Developers / Promoters agree that the Allottee/s/Purchaser/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Apartment. However, it will be the sole responsibility of the Allottee/s/Purchaser/s to repay the said loan and the Allottee/s/Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Developers / Promoters from any claim or demand, loss arising from the same.

37. **BINDING EFFECT:-**

37.1 Forwarding this Agreement to the Allottee/s/ Purchaser/s by the Developers / Promoters does not create a binding obligation on the part of the

Developers / Promoters or the Allottee/s/ Purchaser/s until, firstly, the Allottee/s/ Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s/Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers / Promoters. If the Allottee/s/ Purchaser/(s) fail/s to execute and deliver to the Developers / Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers / Promoters, then the Developers / Promoters shall serve a notice to the Allottee/s/Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s/ Purchaser/s, application of the Allottee/s/ Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/s/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottee/s/Purchaser/s without any interest or compensation whatsoever.

38. **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.

39. **RIGHT TO AMEND:**

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

40. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/ PURCHASER/S:-**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s/Purchaser/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

41. **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 being 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.

42. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/s/Purchaser/s has to make any payment, in common with other Allottee/s/Purchaser/(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project.

43. **FURTHER ASSURANCES:-**

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

44. **PLACE OF EXECUTION:**

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

45. The Allottee/s/Purchaser/s and/or Developers / Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers /

Promoters will attend such office and admit execution thereof.

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

The Allottee/s / Purchaser/s:

Notified Email ID: _____

The Developers / Promoters:

M/s. Disha Construction,
Square One, 2nd Floor,
Next to HDFC and IDFC First Bank, Gulmohar Road,
Juhu, Mumbai – 400 049
Notified Email ID: disha@dishagroup.net.in

It shall be the duty of the Allottee/s/Purchaser/s and the Developers / 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 Developers / Promoters or the Allottee/s/Purchaser/s, as the case may be.

47. **JOINT ALLOTTEE/S/PURCHASER/S:**

That in case there are Joint Allottee/s/Purchaser/s all communications shall be sent by the Developers / Promoters to the Allottee/s/Purchaser/s 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 Allottee/s/Purchaser/s.

48. **THE DISPUTE RESOLUTION:**

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

49. **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 Civil Courts in Mumbai will have the jurisdiction for this Agreement.

50. **OVERALL CONTROL OF DEVELOPERS / PROMOTERS:**

50.1 Before the sale and disposal by the Developers / Promoters of all the Apartments in the said building, the power and authority of the said Society shall always be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said Building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Developers / Promoters have the absolute authority and control as regards all the unsold apartments in the said Building and the disposal thereof. The Developers / Promoters shall be

liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Developers / Promoters shall join in as the member in respect of such unsold apartments and as and when such apartments are sold to the persons of the Developers / Promoters" choice, the said Society shall be bound to admit such Allottee/s/Purchasers as members without charging any premium or other extra payment or transfer charges.

50.2 The Developers / Promoters may opt (but shall not be bound) to become and continue to be the member of the said Society in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Developers / Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Society in respect of the said rights and benefits. The Allottee/s/Purchasers herein and the said Society, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Society and the Allottee/s/Purchasers do hereby give their specific permission to them being admitted.

50.3 If any GST is payable or any other tax/liability/levy/Cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s/Purchasers alone and the Developers / Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the

expenses that may be incurred by the Developers / Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice versa on account of such liability.

50.4 This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing and duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

51. The Allottee/s/Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Developers / Promoters have entered into this Agreement with the Allottee/s/Purchaser(s) relying solely on the Allottee/s/Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s/Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee/s/Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers / Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties

and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non- performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s/Purchaser/s.

52. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

53. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s/Purchasers alone. The Allottee/s/Purchaser/s shall indemnify the Developers / Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Developers / Promoters. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developers / Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice-versa on account of such liability. The Developers / Promoters have informed the Allottee/s/Purchaser/s that this

Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Allottee/s/Purchaser/s).

54. The Allottee/s/Purchaser/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Developers / Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Developers / Promoters indemnified and saved harmless

from any loss or damage caused to it for any reason whatsoever.

55. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

56. The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.

57. The show apartment constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures/e-brochures, models, photographs, videos, illustrations, wall through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing

were merely an artists' impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoters with respect to any item/ component/facet that is not specifically agreed to be provided by the Promoters to the Allottee/s under this Agreement. This Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

58. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

59. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s/Purchaser/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Property)

ALL that pieces and parcel of land bearing CTS No. 831/13, S.No.143, Plot No.5B admeasuring approx. 2970 sq. mts. Or thereabouts together with the building known as 'Daswani Co-operative Housing Society Ltd.' standing thereon, of Village Ambivali, Taluka Andheri in Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The said Apartment)

Apartment bearing No. _____ on the _____ Floor, admeasuring _____ Sq. Mtrs. Carpet area and exclusive area (balcony) is _____ sq. mtrs and exclusive areas (utility area) is _____ sq. mtrs in all aggregating to _____ sq. mtrs (total area) together with exclusive right to use _____ car parking having size _____ mtrs x _____ mtrs x _____ mtrs (breadth x length x vertical clearance) located on ground/_____ level podium in the building “**Disha Elysium**” constructed on the property more particularly described in the First Schedule hereinabove written

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES:

The Land on which the building is located, the foundations, columns, girders, beams, main walls, Lobbies, common pathways, stairways, lift, pump room, suction tank, , soak pit, Lift, Lift Machine Room, Underground Water Tank and Pump Room, storm water drain, terraces of the building, R. G. Area, Fitness Centre, and society's office only.

THE FOURTH SCHEDULE ABOVE REFERRED TO
LIST OF OUTGOINGS :

- a. AMC of lifts
- b. Wear and tear charges
- c. Electricity Charges
- d. Security charges
- e. Other miscellaneous charges
- f. Sweeper & cleaning charges
- g. Lift work maintenance
- h. Water charges
- i. Common area light fittings
- j. Tile cracking / breaking for the parking Ground/Stilt/Podium floors.
- k. Security cabin and ancillary wear and tear – , sliding gates, entrance gates, light fittings.

- l. Wear & tear of concrete paving due to excessive heat variations.
- m. Paving blocks or chequered tile settling due to usage beyond prescribed users.
- n. Painting wear and tear by and user.
- o. Electronic fittings for security purposes – CCTV, intercom etc.
- p. Handrails loosening due to improper use
- q. Fire equipment maintenance and servicing
- r. Transformer servicing
- s. All products that require maintenance and servicing
- t. Landscape maintenance and watering of landscape elements
- u. Regular cleaning of flooring and decorative elements in a project.
- v. Common fittings: doors, windows, seating, parking covers
- w. Water cleaning appliances where regular servicing is required
- x. Loose furniture provided by the Promoters
- y. Wear and tear as per orientation of the building where more damage is likely to happen due to climate conditions.
- z. Regular wear and tear of play equipment and play area.
- aa. Fading of colour due to climate
- bb. Fading and damage to flooring and equipment due to external weather.
- cc. Storm water drains, gutter cleaning, rain water recharge pits cleaning, bore well maintenance.
- dd. Damage due to insects and rats and rodents infection
- ee. Improper handling of equipment by persons appointed by Society
- ff. As per the Third Schedule

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

SIGNED AND DELIVERED
BY THE WITHIN NAMED
M/s. DISHA CONSTRUCTION.

PAN: _____

Through its Partner

MR. _____

In the presence of.....

1. _____

2. _____

Please affix
photograph

SIGNED AND DELIVERED
BY THE WITHIN NAMED
ALLOTTEE/S /PURCHASER/S
(INCLUDING THE JOINT BUYERS)

Sign & Thumb

Please affix
photograph

PAN _____

PAN _____

Please affix
photograph

PAN_____

Please affix
photograph

PAN_____

Please affix
photograph

In the presence of
1._____
2._____

RECEIVED on the day and year first herein)
 written of and from the within named)
 Purchaser, the sum of Rs. _____)
 (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank,)
 _____ Branch, being the amount of)
 Earnest Money / Booking Amount towards)
 Part payment as within mentioned, required)
 to be paid by Allottee/s/Purchaser/s to us)
 and a further sum)
 of Rs. _____/- (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank),
 _____ Branch and further sum of)
 Rs. _____/- (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch and further sum of)
 Rs. _____/- (Rupees _____)
 _____ Only)
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch and further sum of)
 Rs. _____/- (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch on or before execution)
 of this agreement making an aggregate)
 payment of Rs. _____ (Rupees)
 _____ only))
 being the Part consideration amount as)
 Mentioned within paid by him/her/them/it.)Rs. _____/-

(Rupees _____ -)
_____ Only)

WE SAY RECEIVED
For M/S. DISHA CONSTRUCTION

Partner

WITNESSES:

ANNEXURE "F"
SPECIFICATIONS & AMENITIES :-

SCHEDULE - III

(AMENITIES)

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.	3 rd Floor Amenities	31/12/2029	30/03/2030	NA
ii.	Terrace Amenities	31/12/2029	30/03/2030	NA

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

	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.	Stilt		31-12-2029	30-03-2030		Free of FSI

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i	Entrance Lobby	NA	NA	NA	NA	NA
ii.	Meter Pannel Space	NA	NA	NA	NA	NA
iii.	Space for Pump Room	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.	Layout Open Space	NA	595.52 Sq. Mtrs.	30-03-2030	30-03-2030
ii.	Additional Layout Open Space	NA	NA	NA	NA

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger	4	6 Passenger	1.00 Mtr/sec
ii.	Stretcher	1	8 Passenger	
iii.	Fire Evacuation Lift	1	4 Passenger	

1. **BUILDING:** The Building shall be R.C.C. Frame structure works Internal and external walls shall be of brick masonry and/or cement concrete block masonry or as permitted by other rules.

Cement – Ultratech, Steel – Thane Steel / Guardian Steel / FE 500, Chemicals – Perma / Sunanda

2. **FLOORING:** All Flooring in Apartment shall have vitrified tiles with skirting. Vitrified Flooring – Simpolo / Somany / Nitco

3. **BATHROOM:** It shall have ceramic or marble flooring with tiles dado up to door level. (7'-0"). Plumbing will be concealed, shower shall be provided.

W. C.: It shall have flooring of glazed tiles up to door level, (6'-0") Orissa pan with lower level flush tank or flush valve shall be provided.

Flooring / Wall tile - Simpolo / Somany / Nitco

CP Fittings – Jaquar

Sanitaryware – Simpolo / Cera

Kitchen Sink – Nirali

PVC/CPVC Pipes – Supreme / Prince / Astral

4. **DOORS:** The doors and windows shall be of good quality of wood with marble frame or aluminium windows and flush doors of standard quality shall be provided. (Teak Wood Doors)
5. **SLIDING WINDOW:** Aluminium Powder coated sliding windows with tinted glass
6. **GYPSUM:** All internal walls shall be finished with good quality of gypsum (Gypsum – Supreme / Diamond)
7. **ELECTRIC:** Each Apartment shall be provided with concealed electric wiring with adequate number of electric points.
Electric Wires & Cables – Polycab / RR Kabel / Anchor
Switches – MK Honeywell
ELCB/MCB - Legrand
8. **PAINTING:** The Building shall be painted with cement paints from outside and acrylic oil bound distemper paint from inside
Interior / Exterior Paint – Asian / Nitco / Oneworld / ICI
Dulux
9. **LIFT:** The Building shall be provided with reputed make lift
Lifts – Thyssen Krupp / Schindler / Johnson / Otis
10. **OTHERS:** The Building shall have decorative entrance and Watchman Cabin.

=====

DATED THIS DAY OF 2024

=====

M/s. Disha Construction
 ..Developers/Promoters

And

Mr./Mrs./M/s. _____
 ..Allottees/Purchasers

**AGREEMENT FOR SALE OF APARTMENT
IN THE BUILDING “DISHA ELYSIUM”,
SITUATED AT CTS NO. 831/13 OF
VILLAGE AMBIVALI, TALUKA ANDHERI,
MUMBAI**

M/S.PRAVIN MEHTA AND MITHI & CO.
Advocates & Solicitors,
2nd Floor, Rajabahadur Mansion,
28, Mumbai Samachar Marg, Fort,
Mumbai – 400023.