

**AGREEMENT FOR SALE**

This **AGREEMENT** made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Four.

**BETWEEN**

**M/S. DEM BUILDWELL (PAN No. AAUFD0297L)** a Partnership firm registered under the Indian Partnership Act, 1932 incorporated through its partners Mr. Devesh Shankarlal Mittal, having its registered office at B-302, GokulRegency-I CHS Ltd, Thakur Complex, Near Sai Dham Temple, Kandivali (E), Mumbai 400101, hereinafter referred to as the "**Promoter No.1**" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for the time being and from time to time of the said firm, their respective heirs, executors, administrators and assigns) of the **First Part**

**AND**

**M/S. RIDDHI SIDDHI CONSTRUCTION**, a partnership firm registered under the Indian Partnership Act, 1932 and having its registered office at 901, 9th Floor, Hallmark Business Plaza, Opposite Guru Nanak Hospital, Sant Dyaneshwar Marg,

Promoter/Developer			Allofee	

Bandra (East), Mumbai- 400 051, through its partners Mr. Manish U Rupchandani & Mr. Bishan Mittal, hereinafter referred to as the **“Promoter No.2” which is the confirming party** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for the time being and from time to time of the said firm, their respective heirs, executors, administrators and assigns) of the **Second Part**

**AND**

**Mrs. Urjita Yash Mali (PAN NO. DPMPM0147E) and Mr. Yash Kamalakar Mali (PAN NO. CMOPM2227B)** of Mumbai, Indian Inhabitant/s / a company registered under the Companies Act, 1956 / Companies Act, 2013 / a limited liability partnership firm, registered under the Limited Liability Partnership Act, 2008 / a partnership firm under the Indian Partnership Act, 1932 having address / residing at **Plot No 1185/B, Tarapur Boisar Road, Near Krishna Temple, Mali Stop, Tarapur Dahisar Tarapur Palghar Maharashtra 401502** , hereinafter referred to as the **“Allottee”** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include in case of individuals his/her/their respective heirs, executors, administrators and permitted assigns AND in case of company its successors and permitted assigns and in case of partnership firm its partners and their respective heirs, executors, administrators and permitted assigns) of the **Third Part**:

(the Promoter No.1 and the Promoter No.2 shall be collectively referred to as the **“Promoters”**)

**WHEREAS:**

A. Under a SRA Scheme, the Promoter No. 2 is entitled to redevelop all those pieces and parcels of land and grounds bearing CTS Nos. 118H, 118L(pt),

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118/E/1(pt), 118/K(pt), 118I(pt), 118G(pt) and 104(pt) admeasuring in aggregate 13099.64 sq. mtrs. or thereabout (hereinafter referred as the “**said property**”) of Village Malad East, Taluka- Borivali, MSD, situated, lying and being at Malad (East), Mumbai- 400 097. The said property is more particularly described in the **First Schedule** hereunder written and shown with red colour boundary lines on the plan thereof hereto annexed and marked as **Annexure “A”**;

- B. The said property has been encroached upon and several chawls /hutments / structures are erected on it and used for residential and/or commercial purposes. Said chawls / hutments / structures are hereinafter referred to as the “**Slum**” and occupants / residents thereof are hereinafter referred to as the “**Slum Dwellers**”;
- C. The said property is declared as Slum Area under the “The Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971” (hereinafter referred to as the “**said Act**”);
- D. The Slum Dwellers of the various parts of the said property have formed / incorporated / registered themselves into various SRA Societies inter alia (1) Malad Ganesh Prasad Co-operative Housing Society Ltd., (2) Shree Jai Santoshi Mata Co-operative Housing Society Ltd., and (3) Ganesh Krupa Co-operative Housing Society Ltd. (hereinafter referred to as the “**SRA Societies**”);
- E. Being desirous of developing the said property under Slum Rehabilitation Area Scheme (“**SRA Scheme**”), the Promoter No.2 has dealt with the above SRA Societies and has entered into Development Agreements with the SRA Societies and has also obtained proper Powers of Attorneys from them;
- F. The Promoter No.2 has developed or will be developing the said property

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under SRA Scheme in phase wise manner by constructing thereon several buildings viz. rehab buildings, composite buildings, sale buildings containing flats, shops, offices, terraces, parking spaces, etc.;

G. Accordingly, the Promoter No.2 has already submitted and/or will also be submitting redevelopment Scheme/s and or amendments thereto with the SRA Authorities for and in relation to various phases. Similarly, the Promoter No.2 would be amalgamating or merging/clubbing further lands in its project of redevelopment of the said property.

H. Pursuant to application submitted by the Promoter No.2, SRA issued Letter of Intent ("**LOI**") dated 22nd October, 2010 bearing No. SRA/ENG/1240/PN/MCGM/MHADA/LOI which LOI was subsequently revised by the LOI dated 25<sup>th</sup> November 2019, and has been lastly revised by LOI dated 5th January 2022;

I. The Promoter No.2 is redeveloping the said property in two phases. In Phase II, the Promoter No.1 will be redeveloping a part of the said property in two parts. In part I of Phase II of the redevelopment of the said property, the Promoter No.1 will be redeveloping land bearing CTS No. 118I (pt.) admeasuring 1093.30 sq. meters (hereinafter referred to as the "**said project land**") and constructing a Sale Building to be known as **DEM PHOENIX** (hereinafter referred to as the "**said Sale Building**") thereon. The said project land is more particularly described in **Second Schedule** hereunder written and shown with blue colour hatched lines on the plans thereof hereto annexed and marked as **Annexure "B"** and the project of redevelopment of the said project land is hereinafter referred to as the "**said project**";

J. By Joint Development Agreement dated 19<sup>th</sup> September 2022 registered with the Sub-Registrar of Assurances under Sr. No.

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BRL/6/19560/2022 (hereinafter referred to as the “said JDA”) entered into by and between the Promoter No.1 and the Promoter No.2, at or for the consideration and upon the terms and conditions therein mentioned, the Promoter No.1 and the Promoter No.2 have agreed to redevelop the said project land by constructing the said Sale Building according to which all responsibility of the development rests with Promoter no 1 except for Title of the land, the responsibility of which is on promoter no 2. Against the same, Promoter no 2 shall receive 20% of the total consideration of the agreement value. The distribution of the same shall be the responsibility of promoter no 1 as per terms and consideration to joint development agreement

- K. Pursuant to an application made to it, the SRA Authorities have approved and sanctioned the SRA Scheme as well as the layout and building plans and specifications in relation to the said property. The SRA Authority has issued Intimation of Approval (“IOA”) dated 14.10.2022 u/no.PN/MCGM-MHADA/002/20060821/AP/S-7 in respect said Sale Building and also issued Commencement Certificate (“CC”) dated 4.11.2022 in respect thereof. The building plans and layout so approved as regards the said property including of the said sale Building may be amended from time to time by concerned SRA authorities or if so required by the Promoters, as may be relevant, and or due to amalgamation / merger / clubbing of the SRA projects.
- L. Mr. PUSHPRAJ SINGH, Advocate High Court, Mumbai, have verified the title of the said property including the said project land and have provided the TITLE CERTIFICATE, certifying that the said property and the said project land is having a clear and marketable title, free from all sort of encumbrances. The copy of the said Title Certificate is annexed to the said agreement at **Annexure “C”;**

**AND WHEREAS** the Promoters are entitled and enjoined upon to construct

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buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoters are in possession of the project land;

**AND WHEREAS** the Promoters have proposed to construct on the project land the said Sale Building having 2 basements + stilt and 23 upper floors.

**AND WHEREAS** the Allottee is offered an Apartment bearing number **1302** admeasuring **570** sq. ft. RERA Carpet Area on the **13<sup>th</sup>** floor, (herein after referred to as the "**said Apartment**") in the **B** wing of the said Sale Building called **DEM PHOENIX** being constructed in said project land in the Part I of Phase II by the Promoters. The said Apartment is more particularly described in the **Third Schedule** hereunder written;

**AND WHEREAS** the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no. P51800048376. Authenticated copy is attached at **Annexure "D"**;

**AND WHEREAS** the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

**AND WHEREAS** by virtue of the Development Agreement/Joint Development Agreement/Power of Attorney the Promoters have sole and exclusive right to sell the Apartments in the said Sale Building to be constructed by the Promoters on the

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said project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments and to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters' Architects M/s. Skyline Inframart Consultants Private Limited and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure "C"** and **"E"** respectively;

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "F"**;

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "G"**;

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "H"**;

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**AND WHEREAS** the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Sale Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Sale Building;

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project land and constructing the said Sale Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Sale Building shall be granted by the concerned local authority;

**AND WHEREAS** the Promoters have accordingly commenced construction of the said Sale Building in accordance with the said proposed plans;

**AND WHEREAS** the Allottee has applied to the Promoters for allotment of an Apartment No. **1302** admeasuring **570** sq. ft. of RERA Carpet Area on **13<sup>th</sup>** floor in **B** wing of the said Sale Building, **DEM PHOENIX** being constructed on the said project land being Part I of Phase-II;

**AND WHEREAS** the carpet area of the said Apartment is **570** sq. ft. RERA carpet area i.e. **52.95** square meters RERA carpet area and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

Promoter/Developer			Allottee	



**AND WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. 11,39,886/- (Rupees Eleven Lakhs Thirty-Nine Thousand Eight Hundred and Eighty-Six only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS** the Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra no. P51800048376;

**AND WHEREAS** under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

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1. The Promoter shall construct the said Sale Building consisting of 2 basements + stilt and 23 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned Local Authority(s) from time to time.

**Provided** that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s, the Apartment No. **1302** of the type of **2 BHK** as per RERA carpet area admeasuring **570 sq. ft. i.e. 52.95 sq.meters** on **13<sup>th</sup>** floor in **B Wing** of the said Sale Building, DEM PHOENIX (hereinafter referred to as the "**said Apartment**") as shown in the floor plan thereof hatched in red color, hereto annexed and marked **Annexure "I"** for the consideration of **Rs. 1,20,64,000/- (Rupees One Crore Twenty Lakhs Sixty-Four Thousand Only)** including Rs. NIL being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** annexed herewith.

3. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **One** covered parking spaces situated at basement and/or stilt and/or tower being constructed in the layout for the consideration of Rs. 0/-

4. The total aggregate consideration amount for the Apartment including **One** covered parking space/s is thus **Rs. 1,20,64,000/- (Rupees One Crore Twenty Lakhs Sixty-Four Thousand Only)**

Promoter/Developer			Allottee	

5. The Allottee/s has/have paid to the Promoters on or before execution of this Agreement a sum of **Rs. 11,39,886/- (Rupees Eleven Lakhs Thirty-Nine Thousand Eight Hundred and Eighty-Six only)** (not exceeding 9.44% of the total consideration) as advance payment and hereby agree/s to pay to the Promoters the balance consideration amount of **Rs. 1,09,24,114/- (Rupees One Crore Nine Lakh Twenty-Four Thousand One Hundred and Fourteen Only)** in the following manner (hereinafter referred to as the “**Payment Plan**”): -

- i. Amount of **Rs. 66,514/- (Rupees Sixty-Six Thousand Five Hundred Fourteen Only)** (not exceeding 10% of the total consideration) to be paid to the Promoters on booking as TDS.
- ii. Amount of **Rs. 12,06,400/- (Rupees Twelve Lakhs Six Thousand Four Hundred Only)** (not exceeding 20% of the total consideration) to be paid to the Promoters on registration of Sale Agreement or 1 month from the date of booking.
- iii. Amount of **Rs. 30,16,000/- (Rupees Thirty Lakhs Sixteen Thousand Only)** (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building.
- iv. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 47% of the total consideration) to be paid to the Promoters on completion of the 2<sup>nd</sup> slab of the building or wing in which the said Apartment is located.
- v. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 49% of the total consideration) to be paid to the Promoters on completion of the 4<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- vi. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 51% of the total consideration) to be paid to the Promoters on completion of the 6<sup>th</sup> slab of the building or wing in which the said Apartment is located.

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- vii. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 53% of the total consideration) to be paid to the Promoters on completion of the 8<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- viii. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 55% of the total consideration) to be paid to the Promoters on completion of the 10<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- ix. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 57% of the total consideration) to be paid to the Promoters on completion of the 12<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- x. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 59% of the total consideration) to be paid to the Promoters on completion of the 14<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- xi. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 61% of the total consideration) to be paid to the Promoters on completion of the 16<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- xii. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 63% of the total consideration) to be paid to the Promoters on completion of the 17<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- xiii. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 65% of the total consideration) to be paid to the Promoters on completion of the 18<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- xiv. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 67% of the total consideration) to be

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paid to the Promoters on completion of the 20<sup>th</sup> slab of the building or wing in which the said Apartment is located.

- xv. Amount of **Rs. 2,41,280/- (Rupees Two Lakhs Forty-One Thousand Two Hundred and Eighty Only)** (not exceeding 69% of the total consideration) to be paid to the Promoters on completion of the 22<sup>nd</sup> slab of the building or wing in which the said Apartment is located.
- xvi. Amount of **Rs. 1,20,640/- (Rupees One Lakh Twenty Thousand Six Hundred and Forty Only)** (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the terrace slab of the building.
- xvii. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 72.5% of the total consideration) to be paid to the Promoters on completion of the walls and internal plaster of the flat.
- xviii. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of floorings, doors and windows of the flat.
- xix. Amount of **Rs. 6,03,200/- (Rupees Six Lakhs Three Thousand Two Hundred Only)** (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of sanitary fittings of the flat.
- xx. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 82.5% of the total consideration) to be paid to the Promoters on completion of external plumbing of the Apartment.
- xxi. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of external painting of the Apartment.
- xxii. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 87.5% of the total consideration) to be paid to the Promoters on completion of elevation, terraces with waterproofing of the building.

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xxiii. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 90% of the total consideration) to be paid to the Promoters on completion of lifts, water pumps, electrical fittings of the building.

xxiv. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 92.5% of the total consideration) to be paid to the Promoters on completion of electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas, appertain of the building.

xxv. Amount of **Rs. 3,01,600/- (Rupees Three Lakhs One Thousand Six Hundred Only)** (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the staircase, lift wells, lobbies up to the floor level of the Premises

xxvi. Balance Amount **Rs. 6,03,200/- (Rupees Six Lakhs Three Thousand Two Hundred Only)** to be paid to the Promoters on/after receipt of the Occupation Certificate or Completion Certificate.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of VAT, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said project payable by the Promoters) up to the date of handing over the possession of the said Apartment and includes TDS.

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 Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall

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only be applicable on subsequent payments.

8. The Promoters may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 12% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
  
9. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Sale Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.
  
10. The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

11. The Promoter hereby agrees to observe, perform and comply with all the

Promoter/Developer			Allottee	

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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

12. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 5 herein above ("Payment Plan").

13. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 8529.96 square meters only and Promoters have planned to utilize Floor Space Index of 7.80 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 Promoter has disclosed the Floor Space Index of 7.80 as proposed to be utilized by them on the said project land in the said project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

Promoter/Developer			Allottee	



14. If the Promoter fails to abide by the time schedule for completing the said project and handing over the said Apartment to the Allottee/s, the Promoters agrees to pay to the Allottee/s, who does/do not intend to withdraw from the project, interest at SBI lending rate +2%, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoters, interest at SBI lending rate +2%, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
15. Without prejudice to the right of promoter to charge interest in terms of clause 14 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement.

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

**Provided further** that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable

Promoter/Developer			Allottee	

to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoters.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure "G"**, annexed hereto.
  
17. The Promoters shall give possession of the said Apartment to the Allottee on or before 31<sup>st</sup> day of October 2025. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned in the clause 14 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

**Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of the said Sale Building in which the said Apartment is to be situated is delayed on account of: -

- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

18. **Procedure for taking possession:** The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the

Promoter/Developer		Allottee	

said Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.

19. The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

20. **Failure of Allottee to take Possession of the Apartment:** Upon receiving a written intimation from the Promoter as per clause 19, the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 19 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

Promoter/Developer			Allottee	

changes / alteration / modification in the said Apartment or the said Sale Building.

22. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
  
23. The Allottee/s along with other Allottee(s)s of Apartments in the said Sale Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  
24. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Promoters in the said Sale Building / in which the said Apartment is situated.
  
25. The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the

Promoter/Developer			Allottee	

interest of the Promoters in the project land on which the said Sale Building with multiple wings or buildings are constructed.

26. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the project land and the said Sale Building 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 said project land and said Sale Building. Until the Society or Limited Company is formed and the said Sale Building is transferred to it, the Allottees shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's/s' share is so determined the Allottee/s shall pay to the Promoters provisional annual contribution of **Rs. 54,720/-** per year towards the outgoings. This amount is only an estimated amount and the Allottee/s shall be liable to pay additional amount if the monthly contribution exceeds the estimated amount. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the said Sale Building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Sale Building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.
27. A) The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters / Proposed Society, the following amounts:

Promoter/Developer			Allottee	

- (i) **Rs. 600 /- (Rupees Six Hundred Only)** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) **Rs. 54,720/- (Rupees Fifty-Four Thousand Seven Hundred and Twenty Only)** for deposit towards provisional annual contribution towards outgoings of Society or Limited Company/Federation/ Apex body along with GST @18% i.e. **Rs. 9,850/- (Rupees Nine Thousand Eight Hundred and Fifty Only)**

B) The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters

- (i) **Rs. 30,000/- (Rupees Thirty Thousand Only)** for Deposit towards Water, Electric, and other utility and services connection charges.
- (ii) **Rs. 1,42,500/- (Rupees One Lakh Forty-Two Thousand Five Hundred Only)** for infrastructure and development charges.

Further the Allottee/s shall also pay the GST as applicable at the time of possession on above said amounts.

28. The Allottee shall pay to the Promoters a sum of **Rs. 10,000/- (Rupees Ten Thousand Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. At the time of registration of conveyance or Lease of the structure of the said Sale Building or wing of the building, the Allottee/s shall pay to the Promoters, the Allottee's/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Sale Building / wing of the Sale Building. At the time of registration of conveyance or Lease of the said project land, the Allottee/s shall pay to the Promoters, the Allottee's/s'

Promoter/Developer			Allottee	

share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**30. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoters have clear and marketable title with respect to the said project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said project land and also have actual, physical and legal possession of the said projectland for the implementation of the said project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project;
- (iii) There are no encumbrances upon the said project land or the said project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the said project land or said project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said project, said project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, said project land and said Sale Building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said project land, said Sale Building/wing and common areas;

Promoter/Developer			Allottee	

- (vi) The 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 created herein, may prejudicially be affected;
- (vii) The 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 said project land, including the said project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the allottees;
- (x) The 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;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property and or the said project land) has been received or served upon the Promoters in respect of the said project land and/or the said project except those disclosed in the title report.

31. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the

Promoter/Developer			Allottee	



Promoters as follows:

- (i) To maintain the said Apartment at the Allottee's/s' own cost in good and tenable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Sale Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Sale Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Sale Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Sale Building in which the said Apartment is situated, including entrances of the said Sale Building in which the said Apartment is situated and in case any damage is caused to the said Sale Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said 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 committing any act in contravention of the above provision,

Promoter/Developer			Allottee	

the Allottee/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 said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project land and the building in which the said 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 said project land and the building in which the said Apartment is situated.
- (vii) Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their 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 said Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and

Promoter/Developer			Allottee	

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 said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

(ix) The Allottee/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 said Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.

(x) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building in which the said Apartment is situated and or the said 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the said Sale Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) Till a conveyance of the structure of the building in which the said Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xii) Till a conveyance of the said project land on which the building in which the said Apartment is situated is executed in favour of Apex Body or

Promoter/Developer			Allottee	

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

32. The Promoters shall maintain a separate account in respect of sums received by the Promoters, , from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
  
33. In case the transaction being executed by this agreement between the Promoters and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Allottee/s in accordance with the agreed terms of payment.
  
34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
  
35. The Allottee/s is/are aware that the said Sale Building to be constructed on the said project land is deficient in open space and SRA and or its Officers cannot be held liable for the same in future. The Allottee/s hereby give his/her/their

Promoter/Developer			Allottee	

no objection for neighborhood development with deficient open space in future. The Allottee/s cannot held SRA and or its Officers liable for failure of mechanical parking system / car lift in future. The Allottee/s cannot held SRA and or its Officers liable for the proposed inadequate / substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future... The Allottee/s is/are aware that the dry and wet garbage shall be separated and the wet garbage generated in the said Sale Buildingshall be treated separately on the same plot by the residents / occupants of the said Sale Building in the jurisdiction of M.C.G.M.

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

After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

**37. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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 and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Allottee(s) fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve an notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s,

Promoter/Developer			Allottee	

application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/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.

**40. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or

Promoter/Developer			Allottee	

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 has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the 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 effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**44. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at\_.

45. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of

Promoter/Developer			Allottee	

registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

**Name of Allottee:** Mrs. Urjita Yash Mali

Mr. Yash Kamalakar Mali

**Allottee Address:** Plot No. 1185/B, Tarapur Boisar Road,  
Near Krishna Temple, Mali Stop, Tarapur Dahisar  
Tarapur, Palghar Maharashtra 401502

**Notified Email ID:** maliurjita98@gmail.com  
yashmali@protonmail.com

**M/s Promoter name:** DEM BUILDWELL

**Promoter Address:** Unit no. 85 to 89, 4th floor, Aditya  
Industrial Estate, Behind Evershine Banquet,  
Chincholi Bunder, Malad West -400064.

**Notified Email ID:** vaishali@deminfra.com

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

Promoter/Developer			Allottee	



**47. JOINT ALLOTTEES**

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

**48. Stamp Duty and Registration:** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

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

**50. 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 courts will have the jurisdiction for this Agreement.

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

**FIRST SCHEDULE ABOVE REFERRED TO****Description of the said property**

ALL THOSE pieces and parcels of land and grounds bearing CTS Nos. 118H, 118L(pt), 118/E/1(pt), 118/K(pt), 118I(pt), 118G(pt) and 104(pt) admeasuring in aggregate 13099.64 sq. mtrs. or thereabout of Village Malad East, Taluka- Borivali, MSD, situated, lying and being at Malad (East), Mumbai- 400 097 and more particularly shown with red colour boundary lines on the plan thereof hereto

Promoter/Developer			Allottee	

annexed and marked as **Annexure "A"**.

**SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the said project land**

ALL THAT piece and parcel of land bearing CTS No.118I (pt.) admeasuring 1093.30 sq. meters of Village Malad East, Taluka- Borivali, MSD, situated, lying and being at Malad (East), Mumbai- 400 097.

**THIRD SCHEDULE ABOVE REFERRED TO**

**Description of the said Apartment**

Apartment bearing number **1302** admeasuring **570** sq. ft. RERA Carpet Area on the **13<sup>th</sup>** floor, in the **B** wing of the said Sale Building called **DEM PHOENIX** being constructed in said project land (described in the Second Schedule hereunder written) along with **One** covered parking space at basement and/or stilt and/or tower.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**Here set out the nature, extent and description of common areas and facilities**

1. The entire said project land;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of said Building;
3. The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation,

Promoter/Developer			Allofee	

air-conditioning and incinerating, system for water conservation and renewable energy;

- 6. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;

**SIGNED AND DELIVERED by** )

the within named )

**"THE PROMOTER/ DEVELOPER"** )

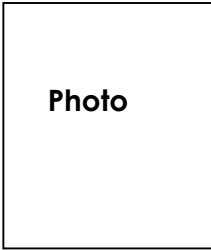
**DEM BUILDWELL** )

Through its partner )

**Mr. Devesh Mittal** )

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Left Thumb Impression)



in the presence of ..... )

**SIGNED AND DELIVERED by** )

the within named )

**"THE PROMOTER/ DEVELOPER"** )

**RIDDHI SIDDHI CONSTRUCTION**

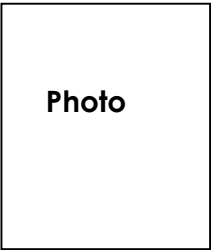
**which is the confirming party** )

Through its partner

**Mr. Bishan Mittal** )

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(Signature)

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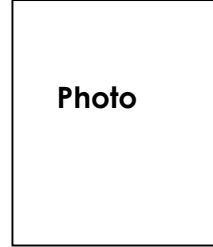


Promoter/Developer			Allottee	

in the presence of ..... )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

**Mr. Manish U Rupchandani** )

\_\_\_\_\_  
**(Signature)**                      **(Left Thumb Impression)**



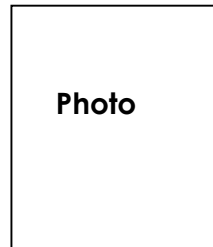
in the presence of ..... )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

**SIGNED AND DELIVERED** by the )

within named **"THE ALLOTTEE/S"** )

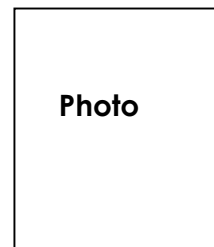
**Mrs. Urjita Yash Mali** )

\_\_\_\_\_  
**(Signature)**                      **(Left Thumb Impression)**



**Mr. Yash Kamalakar Mali** )

\_\_\_\_\_  
**(Signature)**                      **(Left Thumb Impression)**



in the presence of ..... )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

Promoter/Developer			Allottee	