

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“this agreement”) is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN

**D.G.S. LAND DEVELOPERS (INDIA) PRIVATE LIMITED** having CIN No.U70102MH2015PTC271048 of 2015-16, a company, registered under the provisions of Companies Act,2013 and having its administrative office at Sheetal Krupa Building, First Floor, Aarey road, Goregaon (East), Mumbai-400063; hereinafter referred to as “**the Promoter**”; (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors and assigns) of the “**One Part**”.

AND

**MRS.LATA DHANJI WAGHELA & MR.PRATIK DHANJI WAGHELA** having their address at **A/33, Yogi Kutir CHS, Flat No.403, Eksar Road , Yogi Nagar, Borivali West, Mumbai, Maharashtra-400092** hereinafter referred to as “**the Allottee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual his/her/their/its heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partners for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last

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PROMOTER

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ALLOTTEE'S

surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns of the **“Other Part”**.

The Promoter and the Allottee/s are hereinafter collectively referred to as **“The Parties”** and individually as **“The Party”**, as the context may require.

**WHEREAS:**

A. By and under Agreement for Sale dated 03<sup>rd</sup> December, 1978 between Shri Ratilal Gokuldas Shroff alias Thakkar as the Vendor on the one hand and Sahyog Development Corporation a firm registered under the Indian Partnership Act, 1932 as the Purchaser therein on the other hand, the Vendor therein agreed to sell and the Purchaser therein agreed to purchase from the Vendor all that price or parcel of land or ground bearing Survey no.50, Hissa no.2 having C.T.S. no.351 admeasuring about 2760 square meters assessed for tax levy by the concerned revenue authority lying and being at Village: Borivali, Taluka: Borivali, Mumbai Suburban District situate at Behind Vijay Nagar Society, D.D. Borge Marg, Borivali (West), Mumbai-400 091 (**said land no.1**) as more particularly described in Part A of the First Schedule hereunder written. The Vendors in terms of Agreement for Sale dated 03<sup>rd</sup> December, 1978 on receipt of the agreed consideration amount from the Purchaser therein had handed over the vacant possession of the said land no.1 to the Purchaser therein as described in Part A of the First Schedule hereunder written in terms therein contained.

B. By and under Agreement for Sale dated 08<sup>th</sup> August, 1980 between Shri Chintaman Shivram Patil as the Vendor on the one hand and Sahyog Development Corporation a firm registered under the Indian Partnership Act, 1932 as the Purchaser therein on the other hand, the Vendor therein agreed to sell and the Purchaser therein

agreed to purchase from the Vendor all that price or parcel of land or ground bearing Survey no.50, Hissa no.5 bearing C.T.S. no.321 admeasuring about 1541.00 square meters lying and being at Village: Borivali, Taluka: Borivali ,Mumbai Suburban District situate Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali-400 091 (**said land no.2**) as more particularly described in Part B of the First Schedule hereunder written. The Vendors in terms of separate Agreement for Sale dated 08<sup>th</sup> August,1978 on receipt of the agreed consideration amount from the Purchaser therein had handed over the vacant possession of the said land no.2 to the Purchaser therein as more particularly described in Part B of the First Schedule hereunder written in terms therein contained.

C. By and under two separate Agreement/s for Sale both dated 17<sup>th</sup> January,1979 between 1) Shri Waman Atmaram Patil and Hasan Babamiya Bangi as the Vendors on the one hand and Sahyog Development Corporation a firm registered under the Indian Partnership Act,1932 as the Purchaser therein on the other hand and the Vendors therein respectively agreed to sell and the Purchaser therein agreed to purchase from the Vendors all that price or parcel of land or ground bearing Survey no.50, Hissa no.4 bearing CTS no.320 in aggregate admeasuring about 2386.40 square meters lying and being at Village: Borivali, Taluka: Borivali ,Mumbai Suburban District situate Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali- 400 091 (**said land no. 3**) as more particularly described in Part C of the First Schedule of Property hereunder written. The Vendors in Agreement/s for Sale dated 17<sup>th</sup> January,1979 respectively on receipt of the agreed consideration amounts from the Purchaser therein has handed over the vacant possession of the said land no.3 to the Purchaser therein as more particularly described in Part C of the First Schedule hereunder written in terms therein contained.

D. The said land no.1 ,2 and 3 described in detail in Part A, Part B and Part C of the First Schedule hereunder written shall hereafter collectively be referred to as “the said Lands”.

E. In the premises aforesaid the respective Owners as the Vendors under respective executed Agreement/s for Sale dated 03-12-1978 , 08-08-1980 and 17-01-1979 with

the Purchaser/s therein had handed over and delivered to Sahyog Development Corporation as the Purchasers of the said Lands as more particularly described in Part A, Part B and Part C of the First Schedule hereunder written and allowed the said Purchasers by profession being the Builders/ Contractors to develop the said Lands (being Part A ,Part B and Part C of the First Schedule of Property hereunder written) as per the scheme proposed to be implemented and/or plan to be approved by the concerned state/municipal authorities.

F. On and Application made to the State Government of Maharashtra, the State Government of Maharashtra had by an Order No. C/ULC/SEC-21/Sr-IV/203 dated 07-07-2019 permitted the Purchasers being the Builders/Contractors viz. Sahyog Development Corporation and the abovesaid Vendors (Owners) to use the said Lands described in Part A, Part B, and Part C of the First Schedule hereunder written for constructing tenements for the weaker section of the Society.

G. By and under an Agreement for Sale dated 28-03-1979 (said Agreement) executed between Sahyog Development Corporation partnership firm on the one hand and 1) Shri S.M. Madan and 2) S.N. Patil as the Promoters of the proposed Society ,the Purchasers therein) the Purchasers therein agreed to purchase the subdivided land being Plot no. B-III square meters excluding D.P. Road, FSI together with the proposed to be constructed thereon by Sahyog Development Corporation at/ for the price calculation at Rs.90/- square feet built up area of the total part or of the proposed building and on the terms and conditions set out in the said Agreement dated 28-03-1979 and a sum of Rs.1,10,000/- (Rs. One Lakh and Ten Thousand) as and by way of earnest money and/or deposit was paid by the said Promoters of the proposed Society as Purchasers therein to Sahyog Development Corporation on execution of the said Agreement and in terms of the said Agreement being a package deal Agreement, Sahyog Development Corporation shall execute and/or cause to be executed in favour of the Promoters of the proposed Society or their nominee as the case may be by a Deed of Conveyance in respect of the said sub divided Plot no. B-III property as described thereunder and subsequently the said purchase price rate stood revised to Rs.100/- vide Sahyog Development Corporation letters dated 20-01-1981 and 30-08-1982.

H. The Promoters of the proposed Society in the said Agreement than formed and registered a Cooperative Housing Society i.e. Shashanka Cooperative Housing Society Limited under the provisions of the Maharashtra Cooperative Societies Act,1960 and the Rules framed thereunder (IV of 1961) having registration no. Bom/HSG/5896-year 1979, dated 19<sup>th</sup> July,1979 (“**Said Society**”).

I. The said Society confirmed and adopted the said Agreement dated 28-03-1979 as being package deal agreement for the purchase of the flat/s by a resolution passed in the general body meeting of the said Society.

J. Sahyog Development Corporation for undertaking development work of submitted amalgamation scheme to M.C.G.M. relating to the said Lands pursuant thereto to the Executive Engineer ,Building Proposals (WS) (P & R) the M.C.G.M. by letter bearing Layout no. CE/483 LOR dated 29-08-1980 sanctioned the layout of the said lands into subdivided Plots nos. A, B-I, B-II and B-III with an internal road admeasuring 337 square meters and a recreation area (garden) admeasuring 862.70 square meters were provided in the layout as shown therein (“said sanctioned layout”).

K. Sahyog Development Corporation submitted building plans with the M.C.G.M. and the M.C.G.M. sanctioned building plans vide/under Ref. no. CR/4091/BS/11/A/R dated 27-10-1980 (“sanctioned building plans”) and then commenced construction of the proposed building/s on the sub-divided Plot no. B-III in pursuance of the said package deal Agreement i.e. the said Agreement dated 28-03-1979.

L. It was agreed by the abovenamed Owners of the said lands and Sahyog Development Corporation (as the Building/Contractors) and the Promoters of the proposed Society that the said Society shall purchase the said subdivided Plot no. B-III along with the proposed building to be constructed thereon in accordance with the sanctioned plan with provision of internal road (for general access) and recreation area (garden) in the said sanctioned layout and shall be entitled to all the

rights, privileges ,benefits and subject to the terms and conditions and/or provisions and obligations contained in the said sanctioned layout.

M. The City Survey Office, Borivali, in pursuance to its exercise of measuring the said sanctioned layout's sub-divided land being Plot no. B-III for the purpose of conversion of its user from agricultural user to non-agricultural user measured the said sub-divided Plot no. B-III as admeasuring 2145.13 square meters and ultimately the Collector of Mumbai Suburban District, converted the user of the subdivided Plot no. B-III for non agricultural user.

N. In said sanctioned layout the sub divided Plot No. B-III constitute the said Society's land. M/s. Sahyog Development Corporation was accordingly well and sufficiently entitled to develop the sub-divided Plot no. B-III with all attendant rights, privileges, benefits, easements etc. and subject to the terms, conditions, provisions and obligations contained in the said sanctioned layout and accordingly inter alia developed the same vide the sanctioned building plans of the M.C.G.M. by constructing a residential building thereon named as "Shashanka" of Shashanka Cooperative Housing Society Limited comprised of (04) Four wing/s Wing A, Wing B, Wing C and Wing D consisting of 55 (Fifty Five) residential flat/s. The said sub-divided Plot no. B-III forming part of the said sanctioned layout and the existing Shashanka building standing thereon (now demolished for redevelopment) are hereinafter collectively for brevity's sake referred to as "**The Said Property**" as more particularly described in Part A of the Second Schedule hereunder written.

O. The said 55 (Fifty-Five) residential flat/s in the said existing building were sold on basis of package deal under the said Agreement i.e. Sale agreement dated 28-03-1979 on ownership basis to 55 (Fifty-Five) member/s and shareholder/s of the said Society , being the Flat Purchaser/s, on the terms and conditions therein contained.

P. In terms of the said Sale Agreement dated 28-03-1979 ,than by an Indenture of Conveyance dated 13<sup>th</sup> May,1983, registered under registration serial no.AM-1481-1983 at the Office of Sub-District Registrar, Class-II B.S.D. executed between 1) Shri Ratilal Gokuldas Shroff Alias Thakkar, 2 ) Shri Chintaman Shivram Patil, 3)

Shri Waman Atmaram Patil and 2) Shri Hasan Babamia Bangi all by the hands of their Constituted Attorney , Mr. Ramchandra Malharrao Kshirsagar as the Vendors therein, Sahyog Development Corporation partnership firm by and through the hands of their partner Mr. Ramchandra Malharrao Kshirsagar as the First Confirming Party therein Mr. S.M. Madan and 2) Mr. S.N. Patil, the Promoters of said Society as the Second Confirming Party therein and Shashanka Cooperative Housing Society Limited ,the said Society as the Purchaser therein, the Vendors on the confirmation given and granted by the named First Confirming Party and the Second Confirming Party therein sold, conveyed ,transferred and assigned the land being Sub-divided Plot no. B-III admeasuring 2145.13 square meters as per the said sanctioned layout plan comprised in the said property (forming part and portion of said Land no. 1,2 and 3 described in Part A, Part B and Part C of the First Schedule hereunder written) as in detail described in Part A of the Second Schedule hereunder written with all rights, privileges, benefits, easements etc. and subject to the terms, conditions, provisions and obligations contained in the said sanctioned layout plan to/in favour of the said Society for the consideration paid and on the terms and conditions contained therein. A copy of Index-II issued in respect of said registered Indenture of Conveyance dated 13-05-1983.

Q. By Conveyance Deed dated 30-10-2022 registered under serial no.BRL-5-18766-2022 at the Office of Sub-Registrar, Borivali-5,Mumbai Suburban District executed between 1)Mr. Ashvin Ratilal Thakkar & 6B Others as the Owners/Vendors of the First Part therein and the said Society as the Society Purchaser of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & Associates ,the PMC as the party of the Third Part therein the Party of the First Part therein sold, conveyed ,transferred and conveyed substantial part and portion of the land or ground admeasuring 261.24 square meters forming part of land bearing C.T.S. no. 351/C/1/A (Part) at/of Village Borivali, Taluka and District Borivali , Mumbai Suburban District, situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091; as more particularly in detail described in Part B of the Second Schedule hereunder written in favour of the said Society as the Society Purchaser for the consideration paid and on the terms and conditions contained therein and the said Society became the vested Owner in

respect thereof. A copy of the Index- II issued in respect of the said registered Conveyance dated 30-10-2023.

R. By Deed of Conveyance dated 19-05-2023 registered under serial no. BRL-5-8526-2023 at the Office of Sub Registrar, Borivali-5, Mumbai Suburban District executed between 1) Mr. Jash Nimesh Thakkar minor represented by his natural guardian Mrs. Alka Nimesh Thakker as the Owner/Vendor of the First Part therein and the said Society, as the Society Purchaser of the Second Part therein and Mr. Pavan Jatin babu Seth, proprietor of Pavan Seth & Associates ,the PMC as the party of the Third Part therein the Party of the First Part therein sold, conveyed ,transferred and conveyed the remaining part and portion of the land or ground admeasuring 261.24 square meters forming part of C.T.S. no. 351/C/1/A (Part) at/of Village :Borivali ,Taluka: Borivali ,Mumbai Suburban District situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091, as more particularly in detail described in Part B of the Second Schedule hereunder written to and in favour of the said Society as the Society Purchaser for the consideration paid and on the terms and conditions contained therein and the said Society became the vested Owner thereof. A copy of the Index-II issued in respect of the said registered Conveyance dated 19-05-2023.

S. By virtue of the aforesaid registered Conveyance Deed 30-10-2022 and registered Deed of Conveyance Deed dated 19-05-2023 as mentioned in recital clauses Q and R hereinabove the said Society became the vested Owner of land as more particularly in detail described in Part B of the Second Schedule hereunder written.

T. By Deed of Conveyance dated 19-05-2023 executed between Mr. Chintaman Shivram Patil as the Vendor of the First Part therein and the said Society, as the Purchasers of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & Associates ,the PMC as the party of the Third Part therein the Party of the First Part as Vendor therein sold, conveyed, transferred and conveyed the land admeasuring 75.76 square meters forming part of land bearing C.T.S. no.321/A (Part) at Village: Borivali ,Taluka and District Borivali ,Mumbai Suburban District situate at Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali



(West), Mumbai-400 091; as more particularly described in the Part C of the Second Schedule hereunder written to and in favour of the said Society as the Society Purchaser for the consideration paid and on the terms and conditions contained therein and the said Society became the vested Owner of the land as more particularly in detail described in Part C of the Second Schedule hereunder written. A copy of the Index-II issued in respect of the said registered Conveyance Deed dated 19-05-2023.

U. Pursuant to the aforesaid registered Indenture of Conveyance dated 13<sup>th</sup> May,1983 , the registered Conveyance Deed dated 30<sup>th</sup> October,2022 , the registered Deed of Conveyance dated 19<sup>th</sup> May,2023 and the registered Deed of Conveyance dated 19<sup>th</sup> May,2023, the said Society made diverse application/s inter alia at/in the Office of Talati Saza, Borivali for mutation of their name in the record of rights Village 7/12 Extract pertaining to the land/s respectively mentioned in the aforesaid registered conveyance/s and in this connection process of mutation of the said Society's name in record of rights is undertaken and ongoing at the Office of Tehsildar and Karyakari Dandadhikari Borivali, as communicated and recorded in their five letter/s all dated 13-08-2024 addressed to Mandal Adhikari Borivali and Talathi Saza. Borivali. Accordingly, the process of mutation of the name of the said Society in the record of rights and subsequently in the property register card pertaining to lands described respectively in Part A, Part B and Part C in the Second Schedule hereunder written is ongoing. The copies of the aforesaid five letters all dated 13-07-2024 of Office of Tehsildar and Karyakari Dandadhikari Borivali.

V. Upon Fer-far entry and mutation in the name of the said Society made/effected and updated in the Village 7/12 extracts and subsequently in the Property Register Cards in respect of the said lands as described in Part A, Part B and Part C of the Second Schedule hereunder written, the updated village 7/12 extracts and the Property Register Cards reflecting the name of the said Society as the Owner shall be forming integral part of this Agreement when annexed hereto.

W. In the premises stated hereinabove the said Society is the Owner of and is well seized and possessed of and are otherwise well and sufficiently entitled to the said

property as more particularly described in Part A of the Second Schedule hereunder written and the Land/s respectively as described in Part B and Part C of the Second Schedule hereunder written subject to the obligation of the said Society to inter alia repay the amount to Pavan Seth & Associates ,the proprietary concern of Mr. Pavan Seth (PMC) in and under aforesaid registered Conveyance Deed 30<sup>th</sup> October, 2022 and registered Deed/s of Conveyance dated 19-05-2023.

X. The said property and the said land/s as more particularly described in the Part A, Part B and Part C of the Second Schedule hereunder written and shown delineated in red color boundary line on the Plan annexed and marked as **Annexure “A”** hereto.

Y. By and under a Development Agreement dated 07<sup>th</sup> March, 2024, registered with office of the Joint Sub-Registrar of Assurances at Borivali-9 under Serial no. BRL-9/3069/2024 ,executed by and between Shashanka Cooperative Housing Society Limited the said Society herein (therein referred to as **“The Society”**) of the One Part and 1) Mr. K. R. Kamath and 54 Others as the Members therein of the Second Part and Pavan Sheth and Associates a sole proprietary concern of proprietor Mr. Pavan Jatin babu Sheth as the Confirming Party of the Third Part and D. G. S. Land Developers (India) Private Limited , the Promoter herein (therein referred to as **“the Developer”**) of the Fourth Part, the Said Society herein and the 55 (fifty-five) Members with the confirmation given/ granted by the Confirming Party therein granted the redevelopment rights of the said property as described in Part A of the First Schedule hereunder written and with right to use, utilize and exploit the available FSI of the said land/s described in Part B and Part C of the Second Schedule hereunder written unto the Promoter herein, exclusive rights to redevelop the said Property under Regulation 33 (11) of DCPR, 2 034 for the consideration and subject to the terms and conditions as in detail contained therein (hereinafter referred to as **“The Said Development Agreement”**).

Z. By and under Power of Attorney dated 07<sup>th</sup> March,2024, registered with office of the Joint Sub-Registrar of Assurances at Borivali-9 under serial no.BRL-9/3152/2024 dated 11-03-2023 executed by the said Society of the One Part and D.G.S. Land Developers (India) Private Limited the Promoter herein (therein

referred to as “**The Developer**”) of the Other Part, said Society incidental to grant of re-development rights granted as contemplated in and under the said Development Agreement, to D.G.S. Land Developers (India) Private Limited’s Authorized Director/ Representative Mr. Rohan Brahmdev Shukla various powers and authorities as contained therein inter alia to carry on, undertake and complete the granted re-development and construction work at the said property as more particularly described in Part A of the Second Schedule hereunder written alongside using and utilizing the available FSI benefits in respect of the said land/s as described in Part B and C of the Second Schedule hereunder written (hereinafter referred to as “**The Said Power of Attorney**”).

AA. By and under Supplemental Agreement dated 19<sup>th</sup> September, 2024 made in respect of the said Development Agreement dated 07-03-2024 registered under serial no. BRL-7-18995-2024 dated 19-09-2024 executed between the said Society on One Part and the Promoter herein on the Other Part whereby the supplemental terms and conditions for redevelopment of the said Society’s said property and the said land/s as described in the Part A, Part B and Part C of the Second Schedule hereunder came to be supplemented as more particularly contained therein (hereinafter referred to as “**The Said Supplemental Agreement**”).

BB. By and under the said Development Agreement, the 55 (Fifty-Five) residential Member/s, as Members of Owner Society respectively have been individually allotted 55 (Fifty-Five) new flat/s in lieu of existing Flat/s as permanent alternate accommodation premises (PAA) to be provided by the Promoter free of cost in the new building to be constructed at the said property in accordance to and with SRA sanctioned slum rehabilitation scheme in lieu of the Members 55 (Fifty Five) existing flat/s respectively as more particularly in detail set out therein. For the New Flat/s premises to be constructed free of cost by the Promoter for the Member/s of said Society shall be referred as “**Society Member/s Premises**” and in pursuance thereof the Agreement/s for providing Permanent Alternate Accommodation Premises to all the said Society Members respectively came to be executed and registered between the Promoter, said Society and Members. Pursuant to the said Development Agreement, the said Power of Attorney and the said Supplemental

Agreement, the Promoter is inter alia entitled to sell and dispose of the flat/s/ apartment/s /premises to be constructed on the said Property by the utilization of the Base FSI and loading additional FSI in form of Fungible FSI (“Fungible FSI”) and/or Transferable Development Right (“TDR”) inter alia of said land/s as described in Part A and Part B of the Second Schedule hereunder written or FSI as may be available in any form, to the maximum extent on the said Property additional FSI for setback area as per existing Development Control Promotion Regulation, 2034 the Development Plan or any statutory modification, re-enactment or amendment from time to time by SRA/ M.C.G.M./DCPR excluding the said Society Member/s Premises, herein after referred as **“Promoter’s Premises”** and the Promoter is entitled to sell and dispose of the Promoter’s Premises in its own independent right and to receive sale consideration from the Allottee.

CC. The name of the said Society as Owner is in process of being mutated and recorded in the records of right village 7/12 extract and subsequently to be mutated in the Property Register Cards in respect of the said property and the said lands as described in Part A, Part B and Part C of the Second Schedule hereunder written and mutation and up dation the same as Annexures to be annexed hereto.

DD. The Promoter is entitled to construct new building on the said Property in accordance with the Recitals hereinabove.

EE. The development of a building known as Sheetal Shashanka (**“The Said Building”**) on the said Property and proposed as a **“Real Estate Project”** by the Promoter and the said Society to be registered as **“Real Estate Project”** (**“The Project”**) with the Real Estate Regulatory Authority (**“The Authority”**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as amended up to date (**“RERA Rules”**). The Authority has duly issued the Certificate of Registration no. **P51800078320** dated 04<sup>th</sup> December, 2024 for the Project (**“RERA**

**Certificate”)**. A copy of the **RERA** Certificate is annexed and marked as **Annexure “B”** hereto.

FF. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/ its Advocate/s and Planning and Architectural Consultant/s. The Allottee has agreed and consented to the development of the Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

GG. The principal and material aspects of the development of the Real Estate Project are briefly stated below:

i. The Promoter have undertaken the ongoing development of the Real Estate Project by implementing the SRA sanctioned slum rehabilitation scheme under Regulation 33 (11) of DCPR, 2034.

ii. The Promoter is constructing the said Building with 03 (three) Wing/s i.e. Wing-A, Wing-B and Wing-C with each of the Wing-A, Wing-B and Wing-C, being of Ground Floor comprised of Tower Parking and Amenity Area Plus First Upper Floor up to Twenty-Three Upper Residential /Habitable Floors with Open terrace above comprised of 03 (three) Wings, Wing-A, Wing-B and Wing-C.

iii. The said Building being exclusive Residential consisting of (03) three Wings i.e. Wing-A, Wing-B and Wing-C each of the Wing/s is comprised of Ground Floor with Tower parking and Amenity Area Plus First Upper Floor up to Twenty-Three Upper Residential/Habitable Floors Plus Open terrace above sanctioned in the manner as follows:

iv. The Promoter has applied and obtained necessary approvals/ NOC from the SRA and other relevant authorities and pursuant thereto; the Promoter shall construct Ground floor for Parking and Amenity Area Plus Upper First floor up to Twenty

Three Residential/Habitable floors with open Common terrace above being the Wing-A of the said Building and Ground Floor for Parking and Amenity Area Plus Upper First Floor up to Twenty Three Upper Residential/Habitable floors plus Common terrace thereon being the Wing-B of the said Building and Ground floor for Parking and Amenity Area Plus Upper first floor up to Twenty Three Residential/Habitable floors with open common terrace thereon being the Wing -C of the said Building.

v. The said building shall comprise of units/premises consisting of residential flat/s/apartment/s/premises on and from the First Upper Floor up to Twenty Three Upper Floors in each of the (03) three Wing/s i.e. Wing-A ,Wing-B and Wing-C of the said Building and on/at the Ground floor of each of the (03) three Wings i.e. Wing-A, Wing-B and Wing-C of the said Building comprises of Tower Parking and Amenity Area.

vi. The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the Third Schedule hereunder written (**“Real Estate Project Amenities”**).

vii. The Promoter shall be entitled to put hoardings/logos/boards of its Brands Name viz. DGS Group/ D.G.S. Land Developers (India) Private Limited, in the form of neon signs MS letters, vinyl and sun boards on the Real Estate Project and on the facade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites.

viii. The said Society is registered Co-operative Housing Society under M.C.S Act, 1960 and Rules framed thereunder and is the absolute and vested Owner of the said property as described in Part A of the Second Schedule hereunder written and the said land/s as described in Part B and Part C of the Second Schedule hereunder written and shall continue to be the Owner thereof after completion of the redevelopment of the Real Estate Project and hence no need and requirement for formation and registration of a Society and conveyance inter alia of the said property as described in the Part A of the Second Schedule hereunder written.

ix. The Slum Rehabilitation Authority (“SRA”) have issued an Intimation of Approval (“IOA”) dated **29<sup>th</sup> October, 2024** bearing No. R-C/PVT/0068/20240802/AP/SALE. The SRA has approved the plans and have issued the Commencement Certificate(C.C.) dated 05<sup>th</sup> November, 2024 bearing No. R-C/PVT/0068/20240802/AP/SALE being the Commencement Certificate for the work up to Plinth level of said building. The IOA and C.C. as set out herein are annexed hereto and marked as **Annexure “C”** and **Annexure “D”** respectively.

x. The Promoter is entitled to amend, modify and/or substitute the proposed/sanctioned Development of the said Property (defined below) in full or in part, as may be required under applicable law, from time to time which are also set out below.

The above details along with the annexures to the RERA Certificate, are available or inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

HH. Allottee is/are desirous of purchasing residential flat/unit Bearing No. **1101** on the **11<sup>th</sup>** Floor of Wing “**B**” (“**The Said Wing**”) the Real Estate Project (hereinafter referred to as the “**Said Premises**”). The said Premises form part of the Promoter’s Premises.

II. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

JJ. The Promoter has appointed a Structural Engineer for the preparation of the structural designs and drawings of the said Building and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.

KK. The Promoter has the right to sell the premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the said Premises and to receive the sale consideration (defined below) in respect thereof and the Promoter's such sale to Allottee shall be on principal to principal basis.

LL. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the said land/s as described in Part A ,Part B and Part C of the Second Schedule hereunder written and the plans, designs and specifications prepared by the Promoter's Architect, Mr. Abhijit J. Udani and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter alia the following:

MM. All approvals and sanctions issued by the SRA and Competent authorities for the development of the Real Estate Project including layout plans, building plans, floor plans, NOC of Civil Aviation Ministry, IOD, CC, Parking Plans, Traffic NOC, etc. and such other documents as required under Section 11 of RERA.

NN. Letter issued by SRA/M.C.G.M., whereby M.C.G.M. has sanctioned layout plan of the said property.

OO. Letter issued by Mumbai Fire Brigade, SRA/M.C.G.M. whereby Mumbai Fire Brigade, SRA/MCGM has accorded its NOC for the said building, in the manner and on the terms and conditions as set out therein.

PP. All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.

QQ. All the documents of title relating to the said Property and the said Lands including the aforesaid registered four Conveyances, Development Agreement, Power of Attorney, Supplementary Agreement and Agreement/s for PAA all other document/s mentioned in the recitals herein above.



RR. The authenticated copy/ies of the 7/12 Extract and the Property Register Cards with respect to the said Property and the said Lands upon mutation and up dation to be annexed as Annexures hereto.

SS. The authenticated copy of the Plan of the said Premises is annexed and marked **Annexure “E”** hereto.

TT. An authenticated copy of the Title Certificate of the Advocate Mr. Anupam R. Sharma certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “F”** hereto (**“Said Title Certificate”**).

UU. While sanctioning the plans, approvals and permissions as referred herein above the SRA and Competent Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Completion Certificate in respect of the Real Estate Project shall be granted by the SRA/Competent Authorities.

VV. Further the requisite approvals and sanctions for the development of the Real Estate Project from the SRA and Competent authorities are obtained/being obtained and approvals and sanctions from other relevant statutory authorities, the details whereof are annexed hereto and marked **Annexure” G”** hereto are applied/to be applied for and/or in the process of being applied and obtained and/or obtained by the Promoter.

WW. The Promoter accordingly have commenced the construction of the Real Estate Project in accordance with the SRA sanctioned plans and approvals and permissions as referred herein above.

XX. Prior to the execution of this Agreement, the Allottee 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 Promoter and the said Society to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOA and C.C.) obtained till date and (iii) the Promoter's entitlement to develop the said Property and to construct the Real Estate Project thereon as mentioned in the Agreement including at relevant recital clauses above and applicable law and to sell the premises therein. 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 consummate transaction.

YY. The carpet area of the said Premises, as defined under the provisions of RERA is **519 Sq.ft.**

ZZ. The Parties, relying on the confirmations, representations and assurances 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.

AAA. The Promoter has agreed to sell the Allottee and Allottee has agreed to purchase and acquire from the Promoter, the said Premises including **1(One) Car Parking Tower/Surface parking space/s (if any)** at for the price of **Rs. 1,11,37,000/- (Rupees One Crore Eleven Lakh Thirty Seven Thousand Only)** being the sale consideration (defined herein below), upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs. 11,83,700/- (Rupees Eleven Lakh Eighty Three Thousand Seven Hundred Only)**, being part payment of the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).

BBB. Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for the Sale of the said Premises with the Allottee i.e. this Agreement under the provisions of the Registration Act,1908.

CCC. In accordance with and subject to the terms and conditions set out in the Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises [and the Tower/Surface parking (if applicable)].

DDD. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure A	Plan of said property and said lands described in Part-B and Part -C in Second Schedule in red colour
Annexure B	RERA Certificate
Annexure C	Intimation of Approval
Annexure D	Commencement Certificate
Annexure E	Plan of the said Premises
Annexure F	Title Certificate of Advocate
Annexure G	List of approvals which are/to be applied for and yet to be issued/sanctioned/granted.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given the operative of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project, being the said Building known as Sheetal Shashanka with three Wings i.e. Wing-A, Wing-B and Wing-C, each of the Wing comprised of Ground floor Tower / Surface parking plus First Upper Floor up to Twenty-Three Upper Residential /

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PROMOTER

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ALLOTTEE'S

Habitable Floors plus common terrace above in accordance with the plans, designs and specifications as referred herein above and as approved by the SRA/M.C.G.M., from time to time. However, the Promoter has applied/will be applying for necessary further approvals to SRA/M.C.G.M. and other the relevant authorities and pursuant thereto; the Promoter shall construct the said building with 03 (three) Wings i.e. Wing-A, Wing-B and Wing-C. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee which are listed in the Third Schedule hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain the prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except any alteration or addition required by any SRA/Government Authorities, or due to any change in law or any change as contemplated by any of the disclosures already made to the Allottee.

3. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Premises bearing no **1101** admeasuring **48.21** square meters carpet area as per RERA with exclusive use of balcony area on **the 11th Floor** in the said **“B” Wing** of said Building namely **“Sheetal Shashanka”** of Shashanka Cooperative Housing Society Limited, i.e. the said premises. The said Premises are more particularly described in the Fourth schedule written hereunder and shown in **the Floor Plan annexed and marked Annexure E hereto**, at and for the consideration of **Rs.1,11,37,000/- (Rupees One Crore Eleven Lakh Thirty-Seven Thousand Only)**
- (ii) As an amenity provided along with the said Premises, the Promoter has earmarked for the exclusive use of the Allottee **1(One)** Tower car parking space in/at said Building namely **“Sheetal Shashanka”** (herein

after referred to as “**Said Car Parking**”). The said car parking is provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with rules and regulations as maybe framed in regard to the said car parking by the Promoter and/or the said Society and shall pay such outgoings in respect of the said car parking/s as may be levied by the said Society. Further, the Allottee shall not in the future raise and dispute about the suitability of the said parking space as constructed by the Promoter.

(iii) The Allottee hereby agrees to pay to the Promoter the Sale Consideration as per normal terms of payment as under:

Sr. No.	Event	Payment in %	Amount (Rs.)
1.	Booking amount	10%	11,13,700/-
2.	On Execution of Agreement	10%	11,13,700/-
3.	Plinth level	10%	11,13,700/-
4.	2 <sup>nd</sup> Slab Completion	3%	3,34,110/-
5.	4 <sup>th</sup> Slab Completion	3%	3,34,110/-
6.	6 <sup>th</sup> Slab Completion	3%	3,34,110/-
7.	8 <sup>rd</sup> Slab Completion	3%	3,34,110/-
8.	10 <sup>th</sup> Slab Completion	3%	3,34,110/-
9.	12 <sup>th</sup> Slab Completion	3%	3,34,110/-
10.	14 <sup>th</sup> Slab Completion	3%	3,34,110/-
11.	16 <sup>th</sup> Slab Completion	3%	3,34,110/-
12.	18 <sup>th</sup> Slab Completion	3%	3,34,110/-
13.	20 <sup>th</sup> Slab Completion	3%	3,34,110/-
14.	Top Slab Completion	5%	5,56,850/-
15.	Completion of Walls, Internal plaster, flooring, doors and windows of the said flat/apartment/premises	5%	5,56,850/-
16.	Completion of Sanitary fittings, Staircases, Lift wells, Lobbies	5%	5,56,850/-

17.	External Plumbing, External Plaster, Elevation, Terrace with water proofing of the building or Wing/s.	5%	5,56,850/-
18.	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas, and other works requirement as provided in the Agreement For Sale	10%	11,13,700/-
19.	Possession	10%	11,13,700/-
	<b>Total</b>	<b>100%</b>	<b>1,11,37,000/-</b>

- (iv) The sale consideration excludes other charges and taxes consisting of taxes paid or payable by way of Goods and Service Tax and all levies duties and cesses or any other indirect taxes, which may be levied, in connection with the construction of and carrying out the period and/or with respect to the said premises and/or this Agreement. It is clarified that all such taxes, levies, duties and cesses (whether applicable/ payable now or which may become applicable/payable in the future) including Good and Services Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- (v) The sale consideration is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the SRA/Competent Authority and/or any other increase in charges which may be levied or imposed by the SRA/Competent Authority, Local Bodies Government, from time to time. The Promoter undertake and agree that while raising a demand on the Allottee for increase in

development charges, costs or levies imposed by the SRA/Competent Authorities etc.; the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (vi) The Promoter shall confirm the carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the SRA/M.C.G.M. by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 02% (two percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 45 (forty-five) days, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards the sale consideration, which shall be payable by the Allottee prior to taking possession of the said premises is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3 (vi), shall be made at the same rate per square meter as agreed in Clause 3 (i) above.

- (vii) The Allottee authorised the Promoter to adjust/appropriate all the payments made by him/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.

- (viii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether sale consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 07 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (ix) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 03 and its sub clauses and Clause 13 and its sub clauses below (which will not absolve the Allottee of its responsibilities under this Agreement).
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA/M.C.G.M. at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said premises to the Allottee, obtain from the SRA/M.C.G.M. the Occupation Certificate in respect of the said premises and the said Building.
5. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said premises and handing over the said premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project may be usable by the Allottee and which are listed in the Third Schedule hereunder written.
6. Similarly, the Allottee shall make timely payments of all the instalments of the sale consideration and other dues payable by him/her/them/it and shall meet, comply with and fulfil all his/her/their/its other obligations under this Agreement.



7. FSI, TDR and development potentiality with respect to the said Building on the said Property: The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and as depicted in the layout plans, proformas and specifications hereto and Allottee has agreed to purchase the said premises based on the unfettered and vested rights of the Promoter in this regard.

**8. Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the said Premises to the Allottee on or before the **31<sup>st</sup> December, 2029 (“Possession Date”)**. Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
  - (a) Any force majeure events:
  - (b) Any notice, order, rule, notifications of the Government and/or other Public or Competent Authority/Court of Law.
  - (c) Any stay order/injunction order issued by any Court of Law, Competent Authority, SRA /M.C.G.M. Statutory authority; and/or
  - (d) Any other circumstances that may be deemed reasonable by the Authority.
  
- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 07 (i) herein above), then the Allottee shall be entitled to either;

(a) Call upon the Promoter by giving a written notice by counter/e-mail/ registered post A.D. at the address provided by the Promoter (“Interest Notice”) to pay interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate Possession Date (“**The Interest Rate**”), on the sale consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said premises by the Promoter to the Allottee.

OR

(b) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier/e-mail/registered post A.D. at the address provide by the Promoter (“Allottee Termination Notice”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amount already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amount/part thereof till the date such amounts with interest thereon at the interest rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest rate thereon are duly repaid. On repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said premises and/or the parking spaces/s and the Promoter shall be entitled to deal with and/or dispose of the said premises and/or the parking spaces in the manner it deems fit and proper.

- (iii) In case the Allottee elects his/her/their/its remedy under Sub-clause (ii) (a) above, in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement then the Allottee shall pay to the Promoter interest at the afore stated interest rate on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the interest rate afore stated.
- (v) Without prejudice to the right of the Promoter to charge interest at the interest rate mentioned at Clause 7 (iv) above and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 03 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee, this Agreement without any reference or recourse to the Allottee, Provided that, the Promoter shall give notice of 15 (Fifteen) days, in writing, to the Allottee (“Default Notice”), by courier/email/registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate

this Agreement by issuance of a written notice to the Allottee (“Promoter Termination Notice”), by courier/e-mail/registered post A.D. at the address provided by the Allottee, the Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to (i) deal with/or dispose of or alienate the said premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall deem to forfeit (a) 05% of the total consideration towards liquidated damages plus (b) brokerage fees plus (c) all other taxes and outgoings, if any due and payable in respect of the said premises up to the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid (**“Forfeiture Amount”**) as and by way of agreed genuine pre-estimate of liquidated damages. Further upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee and interest, compensation, damages, costs otherwise and shall not be liable to reimburse to the Allottee any Government Charges such as GST Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall, after the deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said premises and/or car park and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee shall be in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said premises.

9. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written.

10. Procedure for Taking Possession:

- (i) Upon obtainment of the Occupation Certificate from the SRA/M.C.G.M. and upon payment by the Allottee of the requisite instalments of the sale consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said premises to the Allottee in writing (**“Possession Notice”**). The Allottee agree to pay maintenance charges to the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer possession of the said premises to the Allottee in writing within 07 (seven) days of receiving the Occupation Certificate of the Real Estate Project.
- (i) The Allottee shall take possession of the said premises within 15 (fifteen) days of the Possession Notice.
- (ii) Upon receiving the Possession Notice from the Promoter as per Clause 9 (i) above, the Allottee shall take possession of the said premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter and the Promoter shall give possession of the said premises to the Allottee, irrespective of whether the Allottee takes or fails to take possession of the said premises within the time provided in Clause 9 (ii) above, the Allottee shall continue to be liable to pay maintenance charges and all other applicable charges with respect to premises to the Promoter or as shall be decided by the Promoter to be paid to the said Society.

(iii) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/ their/ its proportionate share i.e., in proportion to the carpet area of the said premises, to total of outgoings in respect of the Real Estate Project and the Allottee shall pay to the said Society such proportionate share of the outgoings as according to the maintenance bill/s raised by the said Society including inter-alia local taxes, betterment charges, other indirect taxes of every nature or such other levies by the SRA/M.C.G.M. or other concerned of every nature or other 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 Real Estate Project. Until the Promoter hands over the management, charge and supervision of the Real Estate Project to the said Society the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion and that the Allottee shall pay to the Promoter provisionally monthly contribution of NA/- (Rupees NA Only) per month towards the outgoings and on handing over the management, charge and supervision of the new building and the said property to the said Society the Promoter shall pay over to the said Society the aforesaid deposits, less any deductions as provided for in this Agreement.

11. If within a period of 05 (five) years from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said premises or the said Wing or any defects on account of workmanship, quality or provision of service, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such

defects and/or negligence of the Allottee and/or negligence of the Allottee and/or any other Allottee/s in the Real Estate Project.

12. The Allottee shall use the said premises or any part thereof or permit the same to be used only for purpose of Residence. The Allottee shall use the car parking space/s only for purpose of parking vehicle.

13. Allottee to become Member/s of the said Society:

(i) The Allottee of the premises in the Real Estate Project shall duly fill in, sign and return the membership and all other papers, forms, writings, documents and with inter alia payment of Rs.25,000/- [Rs. Twenty-Five Thousand] and other fee and charges etc. necessary for becoming a member thereof, including the bye-laws of the said Society to the Promoter within 07 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to make the Allottee, the member of the said Society.

(ii) The said Society shall admit all the Allottee of the flat/s premises in the said Building namely Sheetal Shashanka with three Wings i.e. Wing A, Wing -B and Wing-C as member/s in accordance with its bye-laws.

(iii) The Promoter shall be entitled, but not obliged to join as a member of the said Society in respect of the unsold premises in the Real Estate Project if any and the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of the said premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contributions, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatever to the said Society for the sale/allotment of transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the

unsold premises) and a sum of Rs. NA per month in respect of each unsold premises towards the outgoings.

(vi) Post obtaining occupation certificate of the real estate project and handing over to said Society member/s their respective allotted permanent accommodation new PAA flat/s /apartment/s/premises in the constructed new building, the Promoter shall handover the management, administration and supervision of the real estate project and the common areas, facilities and amenities described in the Third Schedule hereunder written to the said Society and the said Society shall be responsible for operation, management and/or supervision of the Real Estate Project including any common areas, facilities, amenities and the Promoter shall not be responsible for the same and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

14. The Allottee shall before delivery of possession of the said premises in accordance with clause 07 (i) above deposit the following amount with the Promoter:

- i. Rs As Applicable for the share money and application entrance fee of the said Society;
- ii. Rs. As Applicable as equalizer amount for existing sinking fund and other deposits etc. of Members with said Owner.
- iii. Rs. As Applicable for the formation and registration of the said Society.
- iv. Rs As Applicable for the proportionate share of taxes and other charges/ levies in respect of the said Society.
- v. Rs As Applicable for the deposit towards the 12 months provisional monthly contribution towards the outgoings of the said Society;



- vi. Rs As Applicable for the deposit towards the water electricity and other utility and services connection charges; and
- vii. Rs. As Applicable for the deposits of electrical receiving and sub-station provided/ to be provided (if any) in the said Property.

The above amounts are not refundable and no-account statements will be required to be given by the Promoter to the Allottee in respect of the above amount deposited by the Allottee with the Promoter the amounts are exclusive of applicable taxes is levied from time to time in shall be borne in paid by the Allottee as and when required.

15. The Allottee shall pay to the Promoter the sum of Rs. As Applicable for meeting all legal costs charges and expenses including professional course of the Advocate of the Promoter in connection with his agreement the transaction contemplated here by and other deeds, documents and writing.

16. Loan and Mortgage:

(i) the Allottee shall be entitled to avail loan from a bank /financial institution and to mortgage the said premises by way of security for repayment of the said loan to Bank /financial institution with the prior written consent of the Promoter the Promoter shall be entitled to refuse permission of the Allottee for availing any such loan and for creation of any such mortgage charge in the event the Allottee has have defaulted in making payment of the sale consideration and or other amount payable by the Allottee under this agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring availing of the said loan, mortgage of the said premises and repayment of the said loan and any default with respect to the said loan and/or the mortgage of the said premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any

liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

(iii) The agreements and contract pertaining to such loans and mortgages shall not impose any liability obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the promoter to receive the balance sale consideration and other amounts payable by the allottee under this agreement.

(iv) In the event of any enforcement of security mortgage by any bank financial institution the Promoter shall be entitled to extend the necessary assistance/ support as may be required under the applicable law.

#### 17. Representations and Warranties of the Promoter:

The Promoter represent and warrant to the Allottee as follows subject to what is stated in this agreement and all its schedules and annexures and subject to what is stated in the title certificate and subject to RERA certificate:

- i. the Promoter have a clear marketable title and has the requisite rights to carry out redevelopment work upon the said property and also has actual physical and legal possession of the said property for the implementation of the real estate project with right to use and utilize the FSI of the said Land no.2 and 3 as described in Part B and Part C of the Second Schedule hereunder written.
- ii. the said Society's name as the Owner is in process of being mutated in the village 7/12 extract and consequently in the property register card/s relating to the said property and the said lands described in Part B and Part C of the Second Schedule hereunder written.
- iii. the Promoter has lawful rights and the requisite approvals from the SRA/Competent authorities to carry out the development of the real estate

project and shall obtain the requisite approvals from time to time to complete the development of the real estate project.

- iv. There are no encumbrances up on the real estate project save and except those disclosed to the allottee;
- v. there are no litigations pending before any Court of law with respect to the real estate project.
- vi. All the approvals licensees and permit issued by the SRA/Competent authorities with respect to real estate project are valid and subsisting and have been obtained by following the due process of law for all the approvals license/s and permit/s to be issued by the SRA/Competent authorities with respect to the real estate project shall be obtained by following the due process of law and the Promoter has been and shall all the times remain to be in compliance with all applicable laws in relation to real estate project and the common areas;
- vii. The Promoter shall comply and perform all the terms and conditions of the issued IOA and C.C. and further C.C to be granted and the Occupation Certificate to be issued in respect of the said building by the SRA/M.C.G.M.
- viii. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act and thing whereby the right title and interest of the Allottee created herein will prejudicially be affected;
- ix. The Promoter has not entered into any agreement for sale and for development agreement and or any other agreement arrangement with any person or party with respect to the said property, the said lands described Part B and Part C of the Schedule hereunder written and for the said premises which will in any manner affect the rights of Allottee under this agreement;
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner

contemplated in this agreement and in terms of Clause 17 Sub-Clause (m) and other relevant clause/s of the Development Agreement and/or any restrictions for selling the said premises is no nest on Promoter having obtained full occupation certificate of the said building.

- xi. The Promoter shall handover handing over management, administration, charge and supervision of the completed new building with three Wing-A, Wing-B and Wing-C lawful vacant peaceful physical possession of the common areas, facilities and amenities of the Real Estate Project as detail in the Third Schedule hereunder written to the said Society after obtaining occupation certificate in respect of the Real Estate Project.
- xii. The Promoter has duly paid and shall continue to pay and discharge the undisputed government reduced rates charges and taxes and other monies levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Real estate project to the SRA/ Competent authorities till the said Society is handed over the management, administration, charge and supervision of the new building along with common areas, facilities and amenities as described in the Third Schedule hereunder written as the Owner thereof after obtaining occupation certificate in respect thereof is obtained from the SRA/ M.C.G.M.
- xiii. 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 acquisition of the said property and the said land/s as described in Part A, Part B and Part C of the Second Schedule hereunder written has been received or served upon the Promoter in respect thereof and for the project except those disclosed to the Allottee;
- xiv. The Promoter undertake to handover Society Members Premises his/ her/ their allotted said premises i.e., the flat/s /apartment/s /premises as PAA respectively in the said building with specified parking space/s in terms of the said Development Agreement, the Supplemental Agreement and the Agreement /s for PAA on obtaining occupation certificate before handing of

possession of the Promoter's premises to their Allottee/s in the Real Estate Project.

18. The Allottee, with intention to bring all the persons into whosoever's hands the said premises and/or its rights, entitlements and obligations under this Agreement may come, hereby covenants with the Promoter as follows:

- (i) To maintain the said premises at the Allottee's own cost in good and tenable repair and condition from the date the possession of the said premises is taken by the Allottee and shall not do or suffer to be done anything in order to the Real Estate Project which may be against the applicable rules regulations and bylaws or in any manner change /alter or make any addition/s in or to the said Wing in which said premises is situated and the said premises itself or any part thereof, without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said premises any good/s which are of hazardous combustible all dangerous nature or are so heavy as to damage a construction of structure of the Real Estate Project in which the said premises 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 are likely to damage the staircases common passages and or any other structure of the said Building in which the said premises is situated including the entrance/s of the Real Estate Project in which the said premises is situated and in case any damages is caused to the Real Estate Project in which the said premises is situated or the said premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his/ her/ their/its own cost all the internal repairs to the said premises and maintain the said premises in the same condition state and order in which date was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Concerned Local Authority and or other Public Authority.
- (iv) Not to demolish or cause to be demolished the said premises 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 premises or any part thereof, not any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said premises is situated and shall keep the sewers, drains and pipes in the said premises and appurtenances there to in good tenantable repair and condition, in particular so as to support shelter and protect the other parts of the Real Estate Project in which the said premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC pillars or other structural members in the said premises without the prior written permission of the Promoter and/or the said Society.
- (v) Not to do permit to be done any act or thing which may render void or voidable any insurance of the said property and/or the Real Estate Project in which the said premises 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 premises in the compound or any portion of the said property and/or the Real Estate Project in which the said premises is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of the demand by the Promoter, his/her/their/its share of the security deposit demanded by the concerned Local Authority or Government or giving water, electricity or any other service/utility connection to the Real Estate Project in which the said premises is situated.
- (viii) Bear and pay, in a timely manner and forthwith, all amounts, dues, taxes and installments of the sale consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said premises without the prior written permission of the Promoter, said Society and the Competent Authority.
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said premises or dispose of or alienate otherwise howsoever, the said premises and/or his/her/their/its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, levies, sale consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the stated

Interest Rate. In the event the Allottee is desirous of transferring the said premises and/or his/her/their/its right under this Agreement prior to making such full and final payment then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- (xi) The Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined up and until the time he/she/they become the member of the said Society and the Promoter shall deposit the outgoing amount/s so received from the Allottee to the said Society for the payment of maintenance charges and other outgoing/s of the allottee in respect of the said premises.
- (xii) The Allottee shall become a member of the said Society and in this connection to sign and execute all the necessary papers, application/s and form/s, pay the membership, entrance/admission fee/s, specified equalizing amount and other applicable fees/ charges thereto for becoming the member/s of the said Society.
- (xiii) The Allottee upon becoming the member of the said Society shall observe and perform all the rules and regulations and Bye-laws of the said Society and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said 03 (three) Wing/s of the building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the SRA/concerned Local Authority and of the Government and other Public Bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the said premises in the Real Estate Project and shall pay and contribute



regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.

(xiv) The Allottee shall on becoming the Member of the said Society to regularly pay the maintenance charges and other outgoings, as per the maintenance bill/s, raised by the said Society in respect of the said premises from time to time.

(xv) The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said premises and the Real Estate Project or any part thereof to view and examines the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, wall, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said premises or any part thereof and undertake the necessary works.

(xvi) The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said property, the said building/wings/premises thereon, or any part thereof, to view and examine the state and condition thereof.

(xvii) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or

for any other purpose and not to have any laundry drying outside the said premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.

(xviii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottee/s in the Real Estate Project and the members of the said Society.

(xix) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof the greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities.

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

(i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations covenants etc. contained herein;

(ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved as the case may be; and

(iii) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (Six) months.

20. The said Society is the Owner of the Real Estate Project at the said property undergoing redevelopment undertaken taken by Promoter hence do not entail any formation and registration of Society and conveyance of title of the said property, which already vests in said Society.

21. The Promoter shall maintain a separate account in respect of the sums received from the Allottee as an advance or deposit towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or the Real Estate Project or the said property and/or the said building /Wing/s as may be constructed thereon, or any part thereof.

23. Promoter shall not Mortgage or Create a Charge

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

#### **24. Binding Effect**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly the Allottee signs and delivers this Agreement with all the Schedules and Annexes thereto along with the payment due as stipulated in the Payment Plan at Clause 03 above within 30 (thirty) days from the date of receipt by the Allottee and secondly appears for the registration of the same before the

concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the office of the Sub-Registrar of Assurances, Borivali, M.S.D. for its registration as and when intimated by the Promoter, then the Promoter shall serve a written notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

**25. 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, booking forms, letters of acceptance, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/Wings, as the case may be.

**26. Right to Amend**

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

**27. 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 be equally applicable to and enforceable against any subsequent Allottee/s of the said premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes

## **28. Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws such provisions of this Agreement shall be deemed, amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid, binding and enforceable as applicable at the time of the execution of this Agreement.

## **29. Method of Calculation of Proportionate Share**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other allottee(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of the other premises/areas/spaces in the Real Estate Project.

## **30. Further Assurances**

All the 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.

## **31. Waiver**

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or

acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

### **32. Place of Execution**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory of the Promoter's office, or some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai City. After this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution hereof, this Agreement shall be registered at the concerned office of the Sub Registrar of Assurances, Borivali, M.S.D, Hence, this Agreement shall be deemed to have been executed at Mumbai.

33. The Allottee and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act,1908 and the Promoter will attend such office and admit the execution thereof.

34. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or registered post A.D or notified e-mail ID / under certificate of posting at their respective addresses specified below;

**Allottee MRS.LATA DHANJI WAGHELA**

**MR.PRATIK DHANJI WAGHELA**

**Address: A/33, Yogi Kutir CHS,Flat No.403,**

**Eksar Road ,Yogi Nagar,Borivali West,**

**Mumbai,Maharashtra-400092**

Notified Email id- **pratik.w@yahoo.com**

**Promoter Name:D.G.S. LAND DEVELOPERS (INDIA) PRIVATE LIMITED,**

Sheetal Krupa building, First floor,

Aarey Road, Goregaon (East),

Mumbai-400 064;

Notified Email id: **dgsgroup@rediffmail.com**

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

**35. Joint Allottees:**

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

**36. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of the Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.

**37. Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.

**38. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

### 39. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:

Party	PAN
M/S. D.G.S. LAND DEVELOPERS (INDIA) PRIVATE LIMITED	AAFCD7867C
ALLOTTEE	
<b>MRS.LATA DHANJI WAGHELA</b>	<b>AAWPW3449D</b>
<b>MR.PRATIK DHANJI WAGHELA</b>	<b>ACIPW7698E</b>

### 40. Construction of this Agreement

- (i) Any reference to any statute or statutory provision shall include:
- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - (b) any amendment modification re-enactment substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment modification, re-enactment substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted substituted or consolidated) which the provision referred to as directly or indirectly replaced.
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schemes and Annexes form part of this Agreement and shall have the same force and effect as it expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it.



- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended varied, novated supplemented or replaced from time to time.
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word ending a person) shall be construed so as to include:
  - (a) An individual, firm, partnership, trust, joint venture, company Corporation, body corporate, unincorporated body, association, Organization, any government, or state or any agency or government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

41. That person's successors in title and assigns or transferees permitted accordance with the terms of this Agreement.

**IN WITNESS WHEREOF** the Party of One Part hereinabove named have through their authorized Director affixed their seal and set/subscribed their hand and the Party of the Other Part has/have subscribed and signed this Agreement for Sale at Mumbai in the presence of the attesting witness, signing as such on the day first above written.

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PROMOTER

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ALLOTTEE'S

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said Lands)

Part A

(Description of the said Land no.1)

All that piece and parcel of land or ground bearing Survey no. 50, Hissa no.2, having C.T.S. no.351 admeasuring 2760 square meters at/of Village: Borivali ,Taluka: Borivali ,Mumbai Suburban District situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West) ,Mumbai-400 091.

Part B

(Description of the said Land no. 2)

All that piece and parcel of land or ground bearing Survey no.50, Hissa no.5 having C.T.S.no.321 admeasuring 1541 square meters at/of Village: Borivali, Taluka: Borivali, Mumbai Suburban District, situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

Part C

(Description of said Land no.3)

All that piece and parcel of land or ground bearing Survey no.50, Hissa no.4 having C.T.S. no.320 admeasuring 2386.40 square meters at/of Village: Borivali, Taluka: Borivali, Mumbai Suburban District situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

### **Part A**

#### **(Description of the said property)**

All that piece or parcel of land being sub-divided Plot no. B-III admeasuring 2145.13 square meters as per the sanctioned layout plan (including proportionate area of set back) comprising in land bearing Survey no.50,Hissa no.4 having corresponding C.T.S.no.320, Survey no.50, Hissa no.5, corresponding C.T.S. no.321 and Survey No.50, Hissa no.2 having C.T.S. no.351 being portion and/or part of property more particularly described in Part A, Part B and Part C of the First Schedule hereinabove written at Village: Borivali, Taluka: Borivali ,M.S.D. along with the Shashanka building with 04 (four) Wing/s i.e. Wing-A, Wing-B, Wing-C and Wing-D standing thereon (now demolished) consisting of 55 (fifty-five) residential flat/s, situate Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

### **Part B**

#### **(Description of said purchased land)**

All that land admeasuring 261.24 square meters forming part of CTS no.351/C/1/A (Part) at/of Village: Borivali, Taluka: Borivali, Mumbai Suburban District situate Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

### **Part C**

#### **(Description of said purchased Land)**

All that land admeasuring 75.76 square meters forming part of land having C.T.S. no.321/A (Part) at /of Village: Borivali, Taluka: Borivali, Mumbai Suburban District situate Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Description of the Common Areas, Facilities and Amenities**  
**in the Real Estate Project)**

Sr. No.	Name of Amenity
1.	4 Lift/s in Wing- A , 3 Lifts in Wing- B and 3 Lifts in C -Wing of the said Building
2.	Society Office
3.	Fitness Centre
4.	Open Area spaces and common compound passages area, Top Open terrace ,Overhead Water Tank.
5.	Entrance and Exit of the said Building.
6.	Tower parking spaces

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Description of the said Premises)**

The Flat premises No. **1101** on **the 11th** floor in **Wing “B”** having **RERA** carpet area admeasuring about **48.21** square meters/with exclusive balcony area admeasuring **NA** square meters in the Real Estate Project said Building known as **“Sheetal Shashanka”** of Shashanka Cooperative Housing Society Limited” situated Behind Vijay Nagar Society, D.D. Borge Marg, Off Eksar Road, Borivali (West), Mumbai-400 091.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(The internal fitting and fixtures in the said Premises)**

<b>Sr. No</b>	<b>Item</b>	<b>Location</b>	<b>Specification</b>
1.	Flooring	Living Room/Dinning	Vitrified Flooring
		Master Bedroom	Vitrified Flooring
		Other Bed Room	Vitrified Flooring
		Master Toilet	Ceramic tile flooring and Glazed Ceramic tile for Dado
		Other Toilets	Ceramic tile flooring and Glazed Ceramic tile for Dado
2.	Woodwork	Main Door	Wooden Door frame with Laminate Finish shutter
		Other Door	Wooden/ Marble/ Granite frame. Laminate Finish shutter
3.	Window	All Windows	Aluminum sliding windows
4.	CP/Sanitary	All Toilets	Standard CP Sanitary
5.	Internal Paint	Walls & Ceiling	Internal wall & ceiling with plastic emulsion or Distemper
6.	Typical Lobby	Every Floor	Vitrified Flooring

7.	Switches	Internal/External witches	Modular Switches
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SIGNED SEALED AND DELIVERED )  
 By the within named the Promoter )

D.G.S. LAND DEVELOPERS )  
 (INDIA) PRIVATE LIMITED )  
 Through its Authorized Director and Signatory )  
**Mr. ROHAN BRAHMDEV SHUKLA** )

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In the presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED AND DELIVERED )  
 By the within named "Allottee"  
**MRS.LATA DHANJI WAGHELA** )

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**MR.PRATIK DHANJI WAGHELA** )

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In presence of;  
 1) \_\_\_\_\_ )

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PROMOTER

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ALLOTTEE'S

2) \_\_\_\_\_ )

**RECEIPT**

Received the day and year first hereinabove written of and from the within named Allottee a sum of Rs. **11,83,700/- (Rupees Eleven Lakh Eighty Three Thousand Seven Hundred Only)** as part payment towards the Sale consideration as within mentioned to be paid by the Allottee to us in terms and under this Agreement.

WE SAY RECEIVED

**For D.G.S. Land Developers (India) Private Limited.**

**Authorized Signatory**

Witnesses:

1)

2)

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PROMOTER

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ALLOTTEE'S



**SHEETAL SASHANKA — RERA AGREEMENT FOR SALE**

**Annexure ‘G’**

1. List of Approval/s which are applied for and which are yet to be issued/sanctioned /granted by relevant statutory authorities in respect of the said “Real Estate Project.”
2. Amended plan (if applicable) to be approved by the SRA/M.C.G.M. whereby the SRA/M.C.G.M. shall sanction the amended building plans for the proposed FSI.
3. Re-endorsement of the Commencement certificate by SRA/MCGM pursuant to amended plan approved by SRA/MCGM for the proposed FSI.
4. Completion letter to be issued by Mumbai Fire Brigade, SRA/MCGM for the Real Estate Project.
5. Occupation certificate in respect of the Real Estate Project to be issued by SRA/MCGM in respect of the Real Estate Project subject to the fulfillment of the terms and conditions of the IOA /C.C. in the manner as set out therein.

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D.G.S LAND DEVELOPERS (INDIA)  
PRIVATE LIMITED

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...Promoter

And

**MRS.LATA DHANJI WAGHELA**

**MR.PRATIK DHANJI WAGHELA**

...Allottee

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AGREEMENT FOR SALE

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Dated this \_\_\_ day of \_\_\_\_\_, 2025.

Mr. Anupam R.Sharma

[Advocate]

Flat No. 6/11, The Malad Co-  
operative Housing Society, Limited,  
Poddar road, Malad [East], Mumbai-  
400 097. Cell: 9967364504

SHEETAL-SHASHANKA.

DRAFT

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PROMOTER

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ALLOTTEE'S