AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made and entered into at Mumbai, on this ____ day of _____ in the Christian Year of Two Thousand _____ (20 _____).

BETWEEN :

CHANDRAKOSHA KONSTRUCTIONS PVT. LTD., CIN NO. U45200MH1994PTC082339, a Private Limited Company incorporated and registered under the Companies Act, 2013 having its registered office at Flat No-702, Om Asha Niketan Chs Ltd., Jitendra Cross Road, Malad East Mumbai-400 097, through its Director/Authorized Representative Mr. Khyat Prakaash Shah, hereinafter called "**Promoter**" (*which expression shall, unless contrary to the context or meaning thereof, mean and include its successors-in-title and assigns*) of the **FIRST PART;**

AND

_____residing/office at ____

_____ _____

_____ hereinafter called **"THE ALLOTTEE/S"** (*which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of individual/s his/her/its/their heirs, executors, administrators and permitted assigns and in case*

of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the Members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company / body corporate, its successors and permitted assigns) of the **OTHER PART**;

WHEREAS:

A. At all the material time, (1) Mr. John Felix Pereira, (2) Mr. Thomas Eustace Pereira, (3) Mr. Hubert Pereira (4) Mr. Andrew Pereira, (5) Mrs. Angelina D' Lima nee Miss. Angelina Pereira, (6) Mr. Adrian Pereira, (7) Mr. Gerard Pereira, (8) Miss. Gilray Rose Pereira, (9) Mrs. Christina Maria nee Miss Christiana Pereira, (10) Mrs. Lueba Maria nee Miss Lueba Pereira (11) Miss Muriel Rose Pereira, (12) Mrs. Lalita Casteliao nee Miss Lalita Pereira, (13) Miss Rumila D'cruz, (14) Mrs. Kate Pereira (15) Ms. Nita Pereira, (16) Mr. Dilip Pereira, (17) Mrs. Olive Irein nee Miss. Olive Pereira (18) Mr. Dicky Pereira (*hereinafter referred to as the said "**Erstwhile Owners**"*) were the owners with respect to ALL that piece or parcel of land bearing Survey No. 7 Hissa No. 5 (part), Survey No. 58 Hissa No. 3

(part) & 8 (part) and Survey No. 8 Hissa no. 1 (part) admeasuring 12,240 Sq. meters or thereabout of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (west), Mumbai – 400 067; (*hereinafter referred to as the **"said Entire Layout"***);

B. By and under Development Agreement dated 4th July, 1980 read with diverse deeds of Confirmations/Declarations, made and entered between the said Erstwhile Owners and Mr. Satish Jamnadas Dattani, the said Erstwhile Owners have granted Development Right in respect of the area admeasuring 9,196 sq. mts. out of the said entire Layout i.e. ALL THAT piece or parcel of land bearing CTS No. 67,68 & 92 (part) now bearing CTS No. 67/A, 67/B, 67/C/1, 67/C/2, 68/A, 68/B, 68/C/1, 68/C/2, 68/C/3, 92/A, 92/B and 92/C admeasuring 9,196 Sq. meters or thereabout of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (west), Mumbai – 400 067 (*hereinafter referred to as the said "**Larger Property**"*) unto and in favor of the said Mr. Satish Jamnadas Dattani for the price and the consideration and upon the terms and conditions more particularly mentioned therein;

C. By and under an Agreement dated 12th August 1981, made and entered between the said Satish Jamnadas Dattani of First part and M/s G.K. Development Corporation (*hereinafter referred to* as ***"the said Erstwhile Developer"***), of Other Part. The said Satish

Jamnadas Dattani have transfer and assigned the development rights in respect of the said Larger Property to said Erstwhile Developer, for the price and consideration and upon the terms and conditions more particularly mentioned therein;

D. The said Erstwhile Developer has got the plan sanctioned under file no. E.B./CE/4530/BS II/AR for Development and constructed on the land bearing ALL THAT piece or parcel of land or ground Plot No. B, bearing CTS No. 68/C/3 (part) admeasuring 2860 sq. mts. or thereabouts together with benefits of the existing D.P. Road now bearing CTS No. 68/B and incidental benefits of common 'R.G.' portion (forming the part and parcel of the approved layout of the said larger property) of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (west), Mumbai – 400 067 (*hereinafter referred to as the "**said Land"***) a building known as "**G. K. NAGAR NO.2"** consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Stilt plus Four upper floors, Further comprising of 55 Flats and based on which the entire building was developed (*hereinafter referred to as the said Building*); (*The said Land and the said Building individually, hereinafter shall be collectively referred to as the "**said Property"***); A copy of the CTS plan is annexed hereto as **"Annexure- 1"**; and copy of the Property Register card is annexed as **"Annexure -2"**;

E. The building was ready in all respect under file no. E.B./CE/4530/BS II/AR and accordingly the Flats were allotted to 55 Members with total area of 2575.27 sq. Mtrs carpet area;

F. The respective Purchasers of the said Flats in the said building have come together and have formed Co-Operative Housing Society under the name and style of as **G. K. NAGAR NO. 2 CO-OPERATIVE HOUSING SOCIETY LTD.**, formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960, and under Registration No. BOM/WR/HSG/TC/3833/1988-1989 dated 28.11.1988 having its Registered office at Shankar Lane, Kandivali West, Mumbai – 400 067 (*hereinafter referred to as* ***the said Society***). A copy of the registration certificate of the said Society is annexed hereto as **"Annexure -3"**;

G. Under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 the Society was entitled to obtain conveyance immediately after formation of the Society on 28.11.1988;

H. In spite of the said Society being statutorily entitled to, demanding and persisting for conveyance, the landlord/builder/Promoter/s owning the said Property did not convey the said Property to the Society;

I. Under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management

and Transfer) Act, 1963 and amended rules thereunder the Society filed application with the Competent Authority for deemed conveyance and fulfilled the requirements of the amended rules;

J. Pursuant to order cum certificate dated 28.05.2014 Deemed conveyance No. DDR-4/Mum/D.C./G.K. Nagar No. 2 CHSL/754/2014 issued by Competent Authority u/s 11(3) & 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter 'the M.O.F.A.') the competent authority was pleased to pass Unilateral Deemed Conveyance Order unto and in favour of Society declaring the Society as owner of the said Property under the Provisions of Maharashtra Ownership Flats Act, 1963;

K. Under the above background and circumstances, the entire purchase price of the said Property was paid by the Members and for the sake of convenience and for common maintenance and management, the said Property was acquired in the name of the Society under Conveyance Deed dated 20.04.2015;

L. By and under Deed of Conveyance dated 20.04.2015, registered with the office of Sub-Registrar of Assurance at Bombay under Serial No. BRL-7/4503 of 2015 dated 12.05.2015, made and entered into by Mr. Narendra Nikam, the Competent Authority & District Deputy Registrar, Co-Operative Societies, Mumbai city (4) (*hereinafter referred to as the* ***Competent Authority***) on account of defaulting Erstwhile Owners (*therein referred to as the Vendors/*

Competent Authority) of the First Part and Mr. Narendra Nikam, the Competent Authority & District Deputy Registrar, Mumbai city (4) (*hereinafter referred to as the* ***Competent Authority***) on account of Erstwhile Developer (*therein referred to as the Confirming Party/Competent Authority)* of the Second Part and said Society, (*therein Referred to as the Purchaser/The Society of the Third Part*); the Competent Authority in exercise of the powers conferred on it under section 5A of the M.O.F.A. conveyed, transfer, released and assured the said Property unto and in favour of the said Society for the terms and conditions more particularly mentioned therein. A copy of the Index II of the Deed of Conveyance dated 20.04.2015 is annexed hereto as "**Annexure-4"**;

M. In the Special General Body Meeting of the Society, the Society unanimously decided to go for redevelopment of the Society's Land & Building by appointing the Developer;

N. The Society is presently seized and possessed and well, sufficiently entitled to the said Property;

O. By and under a Development Agreement dated 28.01.2023 duly registered with the office of sub-registrar of Assurances at Borivali-6 under serial No. 2183/2023 dated 07.02.2023, made and entered into between the said Society (*therein also referred to as the Society*) of the First part, Promoter herein (*therein referred to as the Developer*) of the Second Part and Dhaval Shailesh Kapasi & Ors., and the being the members of the said Society (*therein referred to*

as the Members) of the Third Part, the said Society with the consent and confirmation of the Members therein, have granted the right of re-development of the said property, unto and in favour of Promoter i.e. **CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED** for the price and consideration and upon the terms and conditions more particularly mentioned therein. A copy of the Index II of the Development Agreement dated 28.01.2023 is annexed hereto as "**Annexure-5"**;

P. In the premises aforesaid the Promoters herein have become sufficiently entitled to develop the said Property thereof;

Q. The said Property is governed under RERA, However, the said Property is to be re-developed under Development Control Rules & Regulations;

R. In the premises aforesaid, the I.O.D. bearing No. P-9499/2021/(68/C/3/A And Other)/P/N Ward/VALNAI/IOD/1/New has been issued on 11th July 2023 and a Plinth Commencement Certificate bearing no. _____ has been issued on _____. A Xerox Copy of the said I.O.D. is annexed hereto as **"Annexure - 6"** and a Xerox Copy of the said C.C. is annexed hereto as **"Annexure - 7";**

S. While sanctioning the said plans the Municipal Corporation of Greater Mumbai has laid down certain terms, conditions, stipulations and restrictions and the Municipal Corporation of Greater Mumbai may further laid down certain terms, conditions, stipulations and

restrictions, from time to time, which are to be observed and performed by the Promoters while developing the said property and constructing the said building and upon due observance and performance of which only the occupation and completion certificates in respect of the said building shall be granted by the Municipal Corporation of Greater Mumbai;

T. While sanctioning the said plans the MCGM has obtained undertaking-cum-Indemnity Bond from the Promoters that they or their agents etc. shall not complain about the nuisance, if any, in close vicinity of the said Property and the said undertaking shall be binding on the Allottee/s and they shall also comply the terms mentioned;

U. The Promoter is entitled to construct the said New Building on the said Property in accordance with the Recitals herein;

V. The buildings shall be constructed on the said Property as per the sanctioned plan. However, the Promoters shall be entitled to revise sanctioned plan of the said Property and the building plan as sanctioned by the MCGM, or other planning authority from time to time as it is socially and economically viable to the Promoters and with the above-said knowledge the Purchasers herein agreed to be Allotted the Residential Premises from the Promoters;

W. The Allottee/s have agreed to the development of the Real Estate Project;

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

i. 1 (one) building, being the said Building known as '**VASUPUJYA DARSHAN**;

ii. The said Building shall comprise of residential units / apartments / flats/ shops;

iii. Total proposed FSI of 8100.02 sq. mts for the construction on the project by the Promoter**.**

iv. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the Third Schedule hereunder written ("Real Estate Project Amenities").

v. The Promoters shall be entitled to put up hoardings / boards of its brand name viz. "**CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED**", in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoters shall also be entitled to place, select and decide the hoarding / board sites.

vi. The Promoters shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other Allottee/s of the apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoters on lease,

leave and license basis or such other method. For this purpose, the Promoters may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

vii. The name of the said Building shall be '**VASUPUJYA DARSHAN**'.

viii. The details of the formation of the Society and conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in clauses below.

ix. A copy of the Intimation of Disapproval (IOD) bearing No. P-9499/2021/(68/C/3/A And Other) /P/NWard/VALNAI/IOD/1/ New Dated 11.07.2023 issued by the MCGM and the Commencement Certificate bearing No. _____ dated _____ issued by the MCGM are annexed as Annexure - 6 & 7.

x. The Promoters would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under Proviso to Rule 4(4) of the RERA Rules.

xi. The Promoters is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part, as may be required by the applicable laws, from time to time.

xii. The above details and further aspects of the Proposed Future and Further Development of the said Land, as inspected by the Allottee/s are hereinafter referred to as the "Proposed Future and Further Development of the said Land".

Y. The Promoters have duly informed the Allottee/s and the Allottee/s is fully aware that at any time during, that Promoter is Developing the said Property by consuming and utilizing FSI, Fungible FSI, Incentive FSI, road setback, Layout FSI and TDR/FSI of the said Property, as the Promoters may deem fit and proper. The Allottee/s, however, shall not be entitled to raise any objection in that regard;

Z. The Promoters are entitled to amend the said plans inter-alia for the purpose of construction of additional floors by loading, consuming and utilizing additional layout F.S.I., F.S.I, Fungible F.S.I, Incentive FSI, road setback, government FSI other FSI if any of the said Property and also generating additional F.S.I. by way of Transferable Development Rights (T.D.R.) under Development Rights Certificates (D.R.C.), for construction on the said Property at any time before the issuance of the Building Completion Certificate, inasmuch, as the Promoters are entitled to develop the said Property to its fullest extent permissible as per the Development Control Regulations for Greater Mumbai for the time being and from time to time in force till the date of issuance of the Building Completion Certificate for the said Building, by extending further the said Building by constructing additional upper floors or additional Wings by consuming and loading and/or utilizing the said available additional layout F.S.I., F.S.I, Fungible F.S.I, Incentive FSI, road setback, other FSI and TDR/FSI on the said Property, after obtaining sanctions and permissions from

the M.C.G.M. to the amended or new building plans as they may deem fit and proper, at any time hereafter;

AA. The Promoter's Advocate PrimeLegem having based their investigation on the available documents have opined by virtue of their title report that the title of the said Property is clear and marketable and free from reasonable doubts, subject to the terms and conditions as recorded in the requisite permissions obtained from RERA Authority, Collector, Municipal Corporation of Greater Mumbai etc.;

BB. The Promoters have already commenced the construction work of the said Building **"VASUPUJYA DARSHAN"** as per the approved plan;

CC. The specification according to which the proposed building/s is/are to be constructed and the amenities to be provided in the proposed building/s and the Amenities in the proposed building/s shall be as per the particulars given in the list of amenities. The Copy of the above said List of Amenities have been annexed hereto as **"Annexure - 8";**

DD. The Allottee/s has inspected the said NOC, Plans, I.O.D., .C.C., and the title documents. The Allottee/s has accepted the Title Report in respect of the said Property, issued by "**Primelegem",** Advocate for the Promoters, a copy whereof is annexed as **"Annexure–9"**. The Allottee/s has fully satisfied himself/herself/themselves about the rights of the Promoters to the said Property and to develop and

construct the said new building and to allot/sale the premises therein in the manner herein contained and the Allottee/s has agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoter with regard thereto;

EE. 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/s of the said Premises to receive the Sale Consideration (defined herein below) in respect thereof;

FF. The Allottee/s has / have applied to the Promoters for purchase of THE **RESIDENTIAL PREMISES** bearing Premises number and RERA carpet area as mentioned in the **"Annexure -10"** in the Building "**VASUPUJYA DARSHAN**" constructed and/or to be constructed on the said Property and also more particularly mentioned in the Second Schedule hereunder written. The Allottee/s have no right to change the name of the said Buildings and the said name shall be retained forever;

GG. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and such title being clear and marketable, (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the said Land and to construct

the Real Estate Project thereon as mentioned in this Agreement, in accordance with applicable law and 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 the transaction;

HH. The Promoters have entered into a Standard Agreement with an Architect, BHAVIN ARVIND MODI registered with the council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the Promoters have appointed the Structural Engineer R. D Magdum for the preparation of the structural design and drawings of the said building and the Promoters accepts the services of the Architect and Structural Engineer till the completion of the said building; The Promoters has registered the Project under the Provision of the Act with the Real Estate Regulatory Authority at **Mumbai No. P**_____ authenticated and a Copy is attached in **"Annexure "11"**;

II. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

JJ. In the Premises aforesaid, the Promoters are entitled to allot/sell all shops/Flats and parking spaces in the said new building which is under construction on the said property and known as " **VASUPUJYA DARSHAN**" on what is commonly known as "Ownership Basis". As on date the said new building will be comprised of one wing- stilt + 4 podiums + 5th to 19th floor + 20th floor

part floors which is presently sanctioned by MCGM as on date and same will be revised as per the plans sanctioned by M.C.G.M on receiving the additional F.S.I, layout F.S.I, fungible F.S.I, fungible F.S.I. as per above said notification mentioned therein above;

KK. The ALLOTTEE/s is offered an RESIDENTIAL PREMISES as mentioned in the "Annexure 13" in the Building called "**VASUPUJYA DARSHAN**" (hereinafter referred to as the said "RESIDENTIAL Premises"/ "Said Premises") And more particularly described in the Second Schedule;

LL. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto as **"Annexure - 12"**;

MM. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Mr. Bhavin Arvind Modi and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:

(i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project, including building plans, floor plans, change of user permissions, IOD, CC, Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC, etc. and such other documents as required under Section 11 of RERA.

(ii) The copies of the Property Register Cards with respect to the said Land are annexed as Annexure -2 hereto.

NN. The authenticated copy of the Plan of the said Premises, is annexed hereto as **"Annexure- 13";**

OO. A copy of the Title Report of the Advocates certifying the right / entitlement of the Promoter is annexed as Annexure-9 hereto ("the said Title Report");

PP. While sanctioning the plans, approvals and permissions as referred hereinabove, the 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 Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authorities;

QQ. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the Competent Authorities are obtained / being obtained, and (ii) the approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in the process of being obtained and/or obtained by the Promoter;

RR. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;

SS. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and such title being clear and marketable, (ii) the approvals and permissions (including IOD, NOC's and CC) obtained till date and (iii) the Promoter's entitlement to develop the said Land and to construct the Real Estate Project thereon as mentioned in this Agreement, including at Recitals A to QQ above, in accordance with applicable law and 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 the transaction;

TT. The carpet area of the said Premises, as defined under the provisions of RERA, is "carpet area" means the net usable floor area of the Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said

Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat/Shop (save and except and any further changes which may take place due to modification or enactments of the Act from time to time);

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

VV. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase and acquire from the Promoter, the said Premises, mentioned in the **"Annexure -10"** at or for the price being the Sale Consideration, as described in the Schedule of Payments annexed hereto as **"Annexure -14"** and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum of being part/full payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance/full payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee/s forever);

WW. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the

Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908;

XX. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire the said Premises [and the garage / covered parking (if applicable)];

YY. The list of Annexures attached to this Agreement are stated herein below:

Annexure "1"	A copy of the CTS plan
Annexure "2"	A copy of the Property Register card of the Property
Annexure "3"	A copy of the Society Registration Certificate
Annexure "4"	A copy of Index-II of Deed of conveyance
Annexure "5"	A copy of Index II of the Development Agreement
Annexure "6"	A copy of the I.O.D.
Annexure "7"	A copy of the Commencement Certificate
Annexure "8"	A copy of the List of Amenities
Annexure "9"	A copy of Legal Title Report
Annexure "10"	**Description of the said Premises**
Annexure "11"	A copy of RERA Registration Certificate
Annexure "12"	Copy/ies of the plans of Layout
Annexure "13"	A copy of Plan of the said Premises
Annexure "14"	**Schedule of Payment**
Annexure "15"	Plans, proformas and specifications
Annexure "16"	Statement of Reimbursement towards deposits

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

1. **RECITALS:**

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 in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. STATUS OF PROPOSED BUILDING TO BE CONSTRUCTED BY PROMOTER:

The Promoter shall construct the Real Estate Project being the said Building known as **"VASUPUJYA DARSHAN",** (hereinafter referred to as **"the said Building"**) on the property more particularly described in the First Schedule hereunder written and now hereinafter referred to as **"the said Property",** in accordance with the plans and specifications sanctioned by Municipal Corporation of Greater Mumbai, as amended and altered from time to time. The said new building will be comprising of one wing- stilt + 4 podiums + 5th to 19th floor + 20th floor part floors upper floors which is presently sanctioned by the Municipal Corporation of Greater Mumbai as on dated and same will be revised as per the plans sanctioned by M.C.G.M. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Third Schedule** hereunder written. **PROVIDED THAT** previous written approval of at least two-third of the Allottee/s, may not be necessary for implementation of the proposed plan / specifications of the building or the common area in the Real Estate Project which are required to be made by the Promoter, in compliance of any directions or order, etc.

issued by the Competent Authority or Statutory Authority under any law of state or central for time being in force or for any such enactment , modification, variation, any alteration or addition from time to time as may be required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee/~~s.~~

3. FLATS/SHOPS TO BE ALLOTTED TO SOCIETY MEMBERS :

The Allottee/s hereby confirm that the Promoters are liable to hand over **55** Flats/Residential Premises to the Member of the society in lieu of the Members and the Society granting Development Right to the Promoter pursuant to the above recited Development Agreement.

4. PREMISES AND SALE CONSIDERATION:

(i) The ALLOTTEE/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the ALLOTTEE/s Flat/Residential Premises in the Building **"VASUPUJYA DARSHAN"** as mentioned in the Description of the Premises annexed hereto as "Annexure -10" (*hereinafter referred to as "the Residential Premises/ Said Premises*") and more particularly described in the Second Schedule as shown in the Floor plan thereof hereto annexed as "Annexure-13" for the price and consideration as mentioned in the Annexure of schedule of payment as "Annexure 14".

(ii) It is clarified that the Sale Consideration shall be payable by the Allottee/s in Bank Account No. _____ maintained with _____, _____ Branch with IFSC Code _____ ("**the said Account**").

(iii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Service Tax, Value Added Tax, Goods and Service 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/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

(iv) The Allottee/s hereby covenants with the Promoter that the Allottee/s shall make the payment towards Goods and Service

Tax 5 % of the Sale Consideration amount and it was mutually agreed that amount in respect of Goods and Service Tax shall be paid by the Allottee/s and the said payment is made by Allottee/s to the Promoter separately along with the Schedule of payment of the Sale Consideration. The said payment shall be made as per the Schedule annexed in the Annexure 14.

(v) The Sale Consideration is escalation-free, save and except escalations / increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the 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/s, which shall only be applicable on subsequent payments.

(vi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupation Certificate for the same is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three

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 increase in the carpet area allotted to Allottee/s, the Promoter shall demand an additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter / Allottee/s, as the case may be, under this Clause 4, shall be made.

(vii) The Allottee/s authorizes the Promoter to adjust / appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their /its name as the Promoter may, in its sole discretion, deem fit and the Allottee/s 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/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

(ix) If the Allottee/s 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 4 and Clause 18 below (which will not absolve Allottee/s of its responsibilities under this Agreement).

(x) The Promoter shall be entitled to securities the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons, including banks/financial institutions, and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

(xi) The Allottee/s shall deduct 1% tax deducted at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt/Certificate evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

(xii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ___ situated at _____ Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. _____/-

5. <u>COMPLAINCE OF TERMS AND OBTAINING OCCUPATION CERTIFICATE :</u>

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 MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM , the Occupation Certificate or Completion Certificate in respect of the said Premises.

6. TIME IS ESSENCE OF CONTRACT :

(i) Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the Third Schedule hereunder written.

(ii) Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

7. PRESENT FSI :

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said land and the building as per the terms and conditions of Real Estate Project (including by utilization of the full

development potential) in the manner more particularly detailed at Recital X above and as depicted in the plans, proformas and specifications at **"Annexure -15"** hereto and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **PROBABLE FSI :**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project on the said Land (by utilization of the full development potential) in the manner more particularly detailed at Recital AA above and as depicted in the layout plans, proformas and specifications at " Annexure -15" hereto and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further clarified that the Promoter hereby declares that the FSI as on date in respect of the said Property is 8100.02 Sq. mtr. only and Promoter plans to utilize further F.S.I the Allotte/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said Property, building/s, etc. and transfer of rights and benefits of the

Promoters, as hereinafter mentioned, shall be subject interalia to the aforesaid reservation

9. POSSESSION DATE :

(i) The Promoter shall give possession of the said Premises to the Allottee/s on or before the **December 2026** ("**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 war, civil or commotion;

(b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;

(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/s on the Possession Date (save and except for the reasons as stated in Clause **9)** then the Allottee/s shall be entitled to either:

a) Call upon the Promoter by giving a written notice by courier / 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 plus 2% (two percent) thereon for every month of delay from the Possession Date ("**Interest Rate**"), on the

Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s; **OR**

b) The Allottee/s 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 provided by the Promoter ("**Allottee**/s **Termination Notice**"). On the receipt of the Allottee/s 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/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts 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 amounts with the interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the car park/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park/s in the manner it deems fit and proper.

c) In case the Allottee/s elects his remedy under Sub-Clause a above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Sub-Clause b above.

(iii) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter interest at the Interest Rate mentioned at Clause 9 (ii) (a) above, 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.

(iv) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 9 (ii) (a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of the 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/s. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s, 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 this Agreement. If the Allottee/s 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/s ("**Promoter Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this 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 forfeit 10% of the Sale Consideration ("**Forfeiture Amount**") as and by way of the agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee/s. Upon the termination of this

Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car parking space/s in the manner it deems fit and proper.

10. COMMON AREAS :

The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.

11. OBTAINING POSSESSION OF PREMISES :

(i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee/s 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/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven)

days of receiving the Occupation Certificate of the Real Estate Project.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoter as per Clause **11 (i)** above, the Allottee/s 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/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause **1 1 (ii)** above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee/s 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, of outgoings in respect of the Real Estate Project and the said Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM 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 and/or the said Land. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the Society.

12. DEFECT LIABILITY PERIOD :

If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, the n the Allottee/s 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 if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other

allottee/s in the Real Estate Project. It is further clarify that in the entire new building neither the society old member and/or the allottee/s shall make any nature of addition and alteration in the respective flat/Shops as per plans are sanctioned, and in the event, if any such kind of addition and alteration which is carried out by the Allottee/s and/or the society member and due to which if there is any leakage or any other sort out defect detected for any such kind of defect the Promoter shall not be liable for the same and it shall be liability of the Allottee/s or the member who has carried out such addition and alteration to rectify such defect.

13. USABLE PURPOSE :

The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of **Residential**. The Allottee/s shall use the parking space/s only for the purpose of parking vehicle/s.

14. MEMBER OF EXISTING SOCIETY :

(i) Since the present Real Estate Project is redevelopment project and therefore society is already formed and all the Allottee/s of the respective flat and shop purchasers shall be impleaded as the member of the said Society as per norms laid down.

(ii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or Membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member

thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft / final bye-laws of the Society, as may be required by the Registrar of Co - operative Societies or any other Competent Authority.

(iii) The name of the Society shall remain same as GK Nagar No. 2 Co-Operative Housing Society Limited.

(iv) The Society shall admit all Allottee/s of flats and premises in the said Building as Members, in accordance with its bye-laws.

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

(vi) Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(vii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society and its Members / intended Members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

15. REIMBURSEMENT TOWARDS DEPOSITS :

The Allottee/s shall, before the delivery of possession of the said Premises in accordance with Clause **11(iv)** above, deposit the amounts with the Promoter as provided in Statement of reimbursement towards deposits annexed hereto as **"Annexure 16"**

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The

amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.

16. COMMON USABLE AMENITIES :

a. The Promoter has informed the Allottee/s that there may be common access of open area, street lights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences on the said Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with the other Allottees/s of flats / units / premises in the Real Estate Project and/or on the said Land shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee/s of the flats / units / premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottee/s of the flats / units / premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water

lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings / towers which are to be developed and constructed on any portion of the said Land.

b. The Promoter may appoint a third party / agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

17. LOAN AND MORTGAGE :

(i) The Allottee/s 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 such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing 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/s. The Promoter shall not incur any liability or

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

(iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or 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 balance other amounts payable by the Allottee/s under this Agreement.

(v) In the event 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 applicable law.

(vi) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter interest at the 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.

(vii) The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Apartment/Premises and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However

if Allotttee had seek loan from any financial institutions/banks etc., against the security of the said Premises/Flat/Shop after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoters towards the said Premises/Flat/Shop and to that extent, so as to clear the mortgage debt.

(viii) In the event, if the Allottee/s fail to exercise to clear the debts of the financial institution or bankers in such event the Allottee/s has granted deemed consent to the Promoter to deal with any intended buyer and that intended buyer make directly clear the bank dues and make balance consideration amount payment to the Promoter and for any such nature of transaction the Allottee/s shall not have any objection.

18. <u>REPRESENTATIONS OF THE PROMOTER</u> :

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the said Title Report:

i. The Promoter has a clear and marketable title and has the requisite rights to carry out the development upon the said Land and also has actual, physical and has granted the license to enter upon the property the said Land for the implementation of the Real Estate Project;

ii. The Promoter has the lawful rights and the requisite approvals from the 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;

iii. There are no encumbrances upon the Real Estate Project, save and except those disclosed to the Allottee/s;

iv. There are no litigations pending before any Court of Law with respect to the Real Estate Project, save and except those disclosed to the Allottee/s;

v. All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the 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, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, affect the rights of the Allottee/s;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of the execution of the Society Transfer, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges

and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society; and

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land and/or the Real Estate Project, save and except those disclosed to the Allottee/s.

19. OBLIGATIONS OF ALLOTTEE/S :

The Allottee/s, with the 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 (to be borne and paid by the Allottee/s) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change / alter or make any addition in or to the said Building in which the

said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter. Promoter has intimated that any delay in providing possession due to reasons mentioned will have to be considered by the purchasers as any such acts is beyond the control of Promoter and therefore the computation of timeperiod for handing over of possession shall be excluded during such nature of actions such as stay order / injunction order issued by any Court of Law, competent authority, MCGM , statutory authority; and/or, any event of act of God or any such nature of epidemic or pandemic, any acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected to occur, etc. or any other circumstances that may be deemed reason able by the Authority;

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or 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 the Allottee/s shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is

situated and in case any damage 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/s in this behalf, the Allottee/s shall be liable for the consequences of such breach;

(iii) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee/s) all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(iv) Not to demolish or cause to be demolished the said 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, nor any alteration in the elevation and outside color scheme of the Real Estate Project in which the said Premises is situated and the Allottee/s shall keep the portion, sewers, drains and pipes in the said Premises and the

appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the 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, pardis or other structural Members in the said Premises, without the prior written permission of the Promoter and/or the Society;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land 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 Land and/or the Real Estate Project in which the said Premises is situated;

(vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated;

(viii) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments 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 and the Society;

(x) The Allottee/s 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 any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate.

(xi) In the event Allottee/s intend to sell, transfer and / or dispose of the said Unit and / or his/her/their benefits under this Agreement post expiry of a period of 12 months from the date of this Agreement / Scheduled Date, Allottee/s agree and confirm that Allottee/s shall not directly sell, transfer, assign, lease, sub-let, license and / or alienate and/or otherwise deal with or dispose the said Unit / rights and / or benefits under this Agreement or through a broker without first approaching the Promoter (who shall have a right of first refusal with respect to the said Unit) and after the Promoter has refused to exercise his right of first refusal with respect to the said Unit in writing, Allottee/s shall after obtaining the Promoter's prior written consent be entitled to sell, transfer and / or dispose of

the said Unit and on the conditions that: (i) Allottee/s have paid to the Promoter all amounts (including Total consideration payable till the date of intended transfer) in respect of the Unit (including all costs, charges, expenses, taxes, VAT, GST, service tax, losses and / or damages etc. as applicable) and duly paid the Stamp duty and costs for registration of the Agreement, (ii) Allottee/s is/are not in breach of any of the terms and conditions of the Agreement to Sell. The Promoter shall not charge any transfer fees with respect to the first transfer or sale of the said Unit.

(xii) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said 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 concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the 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;

(xiii) The Allottee/s shall permit the Promoter and its 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 examine 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, walls, 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; and

(xiv) Till the Society Transfer is executed in favour of the Society, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the said Building, or any part thereof, to view and examine the state and condition thereof.

(xv) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for any purpose. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the

standard design approved by the Promoter. If the Allottee/s has affixed fixtures or grills on the exterior of the said Premises for any purpose or if the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall be liable to pay a sum of Rs.15,000/- (Rupees Fifteen Thousand Only) to the Promoter / the Society, as the case may be and shall remove such improvements, grills other than the standard approved design.

(xvi) Not to install a window air-conditioner within or outside the said Premises. If the Allottee/s affixes a window air conditioner or the outdoor condensing unit outside the said Premises, the Allottee/s shall be liable to pay a sum of Rs._____/- (Rupees _____ thousand only) to the Promoter / the Society, as the case may be.

(xvii) The Allottee/s shall not create any hardship, nuisance or annoyance to any other allottee/s in the Real Estate Project.

(xviii) 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 garden, 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. If the Allottee/s or Members of the

Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) to the Promoter / the Society, as the case may be, on each such occasion.

20. TECHNICAL REPRESENTATION :

The Allottee/s 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.

21. SEPARATE BANK ACCOUNT :

The Promoter shall maintain a separate bank account in respect of the sums received from the Allottee/s as advance or deposit, sums received

on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

22. NO CLAIM OF ALLOTTEE/S :

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 and/or the Real Estate Project and/or the said Land, or any part thereof. The Allottee**/s** shall have no claim, save and except in respect of the said Premises hereby agreed to be sold to him, and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer.

23. ENCUMBRANCE FREE PREMISES:

a. The Allottee/s agrees and confirms that the Promoters in the event have obtained any project loan for the sale component from any financial institution/bank by way of mortgage/charge/securitization of the said Project and or receivables, if any, accruing or likely to accrue therefrom, subject to the said premises (as defined herein below) being made free from any encumbrance at the time of execution of this agreement in favour of the Purchaser(s);

b. The purchaser agrees and confirms the Promoters in the event have

obtained any project loan for the sale component from any financial institution/bank then prior NOC may be obtained from the such financial institution/bank before executing the sale agreement;

24. BINDING EFFECT :

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated i n the Payment Plan at Clause 4 above, within 30 (thirty) days from the date of its receipt by the Allottee/s and secondly, appears for 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/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s without any interest or compensation whatsoever.

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 form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

26. RIGHT TO AMEND :

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / 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 Real Estate Project shall equally be 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 pro visions 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 RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid 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/s has to make any payment in common with other allottee(s) in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises / units / areas / spaces in the Real Estate Project.

30. FURTHER ASSURANCES :

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

31. WAIVER :

No forbearance, indulgence or relaxation or inaction by either 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 and 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 o nly upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai.

33. REGISTRATION :

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

34. NOTICES :

All notices to be served upon the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s 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:

Name of the Allottee/s:- <> Address:- <> : As specified in the "Annexure-10"

Name of the Promoter: - **CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED**

Address: - Flat No-702, Om Asha Niketan Chs Ltd Jitendra Cross Road, Malad East Mumbai-400097

Email id: - admin@ckpl.in

It shall be the duty of the Allottee/s 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 received by the Promoter or the Allottee/s, as the case may be.

35. JOINT ALLOTTEE/S :

In case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Allottee/s.

36. STAMP DUTY AND REGISTRATION CHARGES :

The charges towards stamp duty fees and registration charges of this 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 by the Allottee/s.

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 the 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, 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/s are set out below:

Party Name	PAN No.
CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED	**AABCK6120B**
(Allottee/s**)**	As mentioned in "Annexure 10"

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 has 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 Schedules and Annexes form part of this Agreement and shall have the same force and effect as if 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 importing 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 of a 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

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

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

FIRST SCHEDULE ABOVE REFERRED TO:

(The said Property)

ALL THAT piece or parcel of land being Plot No. B bearing, CTS No. 68/C/3/3A admeasuring 2652.4 sq mtr (out of the larger layout bearing CTS 68/C/3A, 68/C3B, 92/C, 68/C/2 admeasuring 7381.4 sq mtr) or thereabouts plus the proportionate benefit existingD P road area, set back area and incidental benefit at common R G portion (as per the Registered Deemed Conveyance Deed dated 20.04.2015) of revenue Village Valanai, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban; lying and being situated at Shankar Lane, Kandivali (West), Mumbai-400 067 **TOGETHERWITH** the building standing thereon known as **G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.** consisting of two wings “A wing” comprising of Stilt plus Seven upper floors and “B wing” comprising of Stilt plus Four upper floors, Further comprising of 55 Flats and standing on the said Land and situated at Shankar Lane, Kandivali West, Mumbai – 400 067,,,and bounded as follows:

On or towards the West by : Property bearing CTS No. 68/C/3/B of Jade C.H.S Ltd
On or towards the South by: Property bearing CTS No/ 92A
On or towards the North by : 18.30 Mtrs wide existing road
On or towards the East by : Partly by property bearing CTS No. 68/C/3/A of Vardhman CHS Ltd. And partly by CTS No. 68 C/2

SECOND SCHEDULE REFERRED TO HEREINABOVE

(The said Premises)

ALL THAT Flat/Shops No.____ admeasuring _____ Sq. Ft. RERA Carpet Area, on the ____ Floor in __ wing in the said new building known as "**VASUPUJYA DARSHAN"** proposed to be constructed on the said Property as more particular mentioned in the First Schedule hereinbefore mentioned TOGETHERWITH ____ Car Parking Space bearing No._____ on _____ .

COMMON SEAL of)

By the Within named "**PROMOTER/S**")

CHANDRAKOSHA KONSTRUCTIONS)

PRIVATE LIMITED was hereunto affixed)

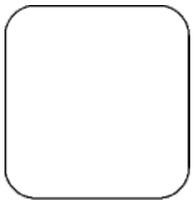
pursuant to the resolution of the)

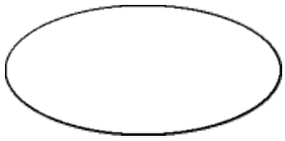
Board of Directors Meeting)

Through its Director/Authorised representative)

Mr. Khyat Prakaash Shah)

Photo Left Hand Thumb Impression)







in the presence of.....)

SIGNED, SEALED AND DELIVERED BY THE)

within named "_____")

_____)

1. _____)

In the presence of Witness

1.)

2.)

RECEIPT

RECEIVED of and from the ALLOTTEE/S WITHINNAMED a sum of Rs._____/- (Rupees _____

_____

_____ only) as and by way of earnest money/ and other amounts within mentioned to be paid to us as follows:

Sr.	Bank	Branch At	Cheque No.	Date	Amount

WE SAY RECEIVED

Rs._____/-

For **CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED**

Promoter

WITNESSES:

1. _____

2. _____

LIST OF FLAT AMENITIES

FLOORING	
ELECTRICAL	
TELEPHONIC WIRING	
PLUMBING	
KITCHEN	
PAINTING	
DOORS	
WINDOWS	

LIST OF COMMON AREAS FACILITIES

WATER PROOFFING	
FACILITIES	
STRUCTURE	

INTERNAL FITTING AND FIXTURES

ANNEXURE – 8

LIST OF AMENITIES & FACILITIES

LIST OF AMENITIES

- R.C.C. framed earth quake resistance structure designed as per ISI Code.
- Aesthetically designed elevation.
- Decorative main entrance lobby of building.
- Otis / Kone / Schindler lift or equivalent shall be provided.
- Vitrified tiles 2 x 2 flooring for entire flat.
- Granite kitchen platform with stainless steel kitchen sink.
- Powder coating aluminium sliding windows.
- Concealed copper wiring with Anchor Roma switches or equivalent shall be provided.
- Concealed plumbing "C" class pipe TATA, Zenith make of UPVC, CPVC or equivalent shall be provided.
- POP / Gypsum on all walls of entire flat.
- Ceramic W.C. and bathroom with Dodo of coloured tiles upto full height along with anti skid flooring.
- Jaguar or equivalent brand fitting in W. C. and bathroom including shower and hot and cold water mixer.
- Gas and/or Electricity Geyser with auto stop.
- Exhaust fan in toilet and kitchen.
- Intercom with connection from main security cabin and with other flats in building.
- Telephone point in each flat.
- Fire Fighting provision as required by rules.
- Rain water harvesting.
- M.S. Grills provided would be symmetrical for all flats in the entire building.
- Main door of each flat shall be of fire proof solid flush door with one side decorative teak veneer and fancy hardware.
- The exterior of all the buildings shall be of acrylic colour.
- Fancy compound wall shall be provided with decorative lighting arrangement.

ANNEXURE – 14

Schedule of Payments

Milestone	Percentage
Within 30 days	10%
Agreement	20%
Completion of Ground	5%
Completion of second Slab	4%
Completion of fourth Slab	4%
Completion of sixth slab	4%
Completion of eighth slab	4%
Completion of tenth slab	4%
Completion of twelfth slab	4%
Completion of fourtheenth slab	4%
Completion of sixteenth slab	4%
Completion of eighteenth slab	4%
Completion of terrace slab	4%
Completion of unit's flooring	4%
Completion of unit's electric & plumbing	4%
Completion of terrace water-proofing	4%
Installation of Elevators	4%
Completion of paving of common area	4%
On intimation of possession	5%
Total	100%

****

Dated this _____ day of _____ 20____

****

CHANDRAKOSHA KONSTRUCTIONS PVT. LTD.

….PROMOTERS

_____

..... ALLOTTEE/S

****

AGREEMENT FOR SALE

****