

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____
in the Christian Year Two Thousand and Twenty _____,

BETWEEN

M/S. CHANDIWALA ENTERPRISES a partnership firm having its registered office at 222/A, AL-Moonaz Arcade, 1st Floor, Opp. Post Office, S. V. Road, Andheri (West), Mumbai - 400 058 hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner of the said firm, the survivors or survivor of them the heirs, executors and administrators of the last such survivor his/her/their assigns) of the **ONE PART;**

AND**MR./MRS.** _____

adult, Indian Inhabitant of Mumbai residing at _____

_____,
 hereinafter referred to as **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

W H E R E A S:

(i) One (1) Yasmin Shiraj Sorathia, (2) Noorjahan Aboobakar Sorathia, (3) Juned Dawood Chunawala, (4) Zakaria Aboobakar Sorathia, (5) Shiraj Aboobakar Sorathia, (6) Asma Zakaria Sorathia, (7) Aboobakar Ahmed Sorathia, (8) Mrs. Salma Zakariya Khandwani, (9) Mrs. Nasima Juned Chunawala, (10) Mrs. Saira Wahid Chunawala, (11) Javed Dawood Chunawala, and (12) Wahid Habib Chunawala (hereinafter collectively called the **"First Owners"**) are the owners of a piece or parcel of land or ground situate lying and being at Kondivita, Andheri (East), Mumbai, bearing Survey No. 20, Hissa No. 1, 3 and 5 and CTS Nos. 57 (Part) and 58 in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 5513 square meters as per registered documents and admeasuring 5436.8 square meters as per Property Register Card along with structures standing thereon, more particularly described in the **First Schedule** hereunder written (hereinafter called the **"First Property"**).

(ii) By an Agreement of Lease dated 18th December, 1986, made between one Mr. Rouque Gonsalves (the predecessor-in-title of the First Owners) of the One Part and one Mrs. Hurabai Dawood Chunawala of the Other Part, the said Mr.

Rouque Gonsalves demised portion of the First Property bearing Survey No. 20, Hissa No. 1, CTS No. 58, Kondivita Village, to the said Mrs. Hurabai Dawood Chunawala, on the terms and conditions therein contained, and the said Lease was confirmed by the Deed of Confirmation dated 01st November, 2002, registered with the Sub-Registrar of Assurances at Andheri-II, MSD, Bandra, under Serial No. BDR-4/7240/2002, and so in these circumstances the said Mrs. Hurabai Dawood Chunawala became the Lessee in respect of the said portion of the First Property.

(iii) One (1) Dawood Ahmed Chunawala, (2) Zahida Javed Chunawala, (3) (a) Aboobakar Ahmed Sorathia, (b) Shiraj Aboobakar Sorathia, (c) Zakaria Aboobakar Sorathia, (d) Noorjahan Aboobakar Sorathia (married), (e) Anisa Aboobakar Sorathia (married), being the legal heirs and representatives of late Farida A. Sorathia, (4) Zahida Javed Chunawala (by the Will dated 13th November, 1998 of late Aminabai Ahmed), (5) Zahida Javed Chunawala (through Gift Deed dated 17th December, 2015 by Khatijabai Mohamed Hanif) (hereinafter collectively called the “**Second Owners**”) are the owners of a piece or parcel of land or ground situate lying and being at Kondivita, Andheri (East), Mumbai, bearing Survey No. 20, Hissa No. 4 and bearing CTS No. 57 admeasuring 2060.70 square meters or thereabouts, Survey No. 20, Hissa No. 6 and bearing CTS No. 100, admeasuring 423.60 square meters or thereabouts as per registered documents and admeasuring 301.6 square meters as per Property Register Card, and admeasuring in the aggregate 2484.30 square meters or thereabouts, in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, more particularly described in the **Second Schedule** hereunder written (hereinafter called the “**Second Property**”).

(iv) The First Property and the Second Property were landlocked, and so by a Deed of Exchange dated 17th November, 2015, registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/10484/2015, made between the Municipal Commissioner of Greater Mumbai, represented by the Dy. Municipal Commissioner therein called the Corporation of the One Part and the Second Owners of the Other Part, the MCGM as the owner of land bearing CTS No. 55/2 of Village Kondivita exchanged a portion of its property admeasuring 98.25 square meters more particularly described in the **Third Schedule** hereunder written [hereinafter called the "**Third Property**"] which abuts the 13.40 meter wide D. P. Road, with portion out of the Second Property, and so the First Property and the Second Property, have a proper access.

(v) By a Development Agreement dated 30th December, 2015, registered with the Sub-Registrar of Assurances at Andheri No. 1, MSD, Bandra, under Serial No. BDR-1/1570/2016 (hereinafter called the "**said Development Agreement**"), made between the First Owners of the First Part, the Second Owners of the Second Part, the said Mrs. Hurabai Dawood Chunawala (hereinafter called the "**Third Owner**") of the Third Part and the Promoters of the Fourth Part, the First Owners, the Second Owners and the Third Owner granted the development rights in respect of the First Property and the Second Property more particularly described in the First and Second Schedules thereunder written being the same as that described in the First and Second Schedules hereunder written, to the Promoters, at or for the consideration and on the terms and conditions therein contained.

(vi) By virtue of the said Deed of Exchange dated 17th November, 2015, the First Property, the Second Property and the Third Property, which form one contiguous piece of land, abut the said 13.40 meter wide D.P. Road. The First Property

and the Second Property are shown delineated on the plan thereof annexed hereto and marked as **Annexure 'A'**, and thereon shown bounded in red coloured boundary lines. The Third Property is shown in red hatched lines on the said plan. The said 13.40 meter wide D.P. Road is shown in black hatched lines on the said plan.

(vii) Pursuant to the said Development Agreement dated 30th December, 2015, the First Owners, the Second Owners and the Third Owner, granted a Power of Attorney dated 30th December, 2015, registered with the Sub-Registrar of Assurances at Andheri No. 1, MSD, Bandra, under Serial No. BDR-1/1571/2016 (hereinafter called the “**said Power of Attorney**”), in favour of the Promoters herein, for the purpose of development of the First Property and the Second Property including to deal with the concerned authorities and obtain necessary approvals/sanctions for the development of the First Property and the Second Property, as therein contained.

(viii) As per D. P. Remarks, the First Property and the Second Property is situated in Residential Zone (R) and in respect of portion thereof there is reservation of Municipal Market with Vending Zone (RSA1.1) + Homeless Shelter (RSA 2.9).

(ix) In these circumstances the Promoters herein became entitled to the development rights in respect of the First Property and the Second Property (hereinafter called the “**said Property**”) bearing CTS Nos. 57, 58 and 100, admeasuring in the aggregate 8024.1 square meters as per Property Register Cards, more particularly described in the First and Second Schedules written hereunder.

(x) Under the said Development Agreement, the First Owners, the Second Owners and the Third Owner (hereinafter collectively called the “**Owners**”), have retained with themselves 45% of the buildable FSI, TDR FSI and all other

benefits available for development in respect of the said Property, and the remaining 55% of the buildable FSI, TDR FSI and all other benefits available for development in respect of the said Property shall belong to the Promoters, and in consideration of the grant of the development rights by the Owners, to the Promoters, the Promoters shall construct and provide to them 45% of the entire constructed area/units/premises/car parking spaces in the sale component of the proposed new building/s to be constructed on the said Property (hereinafter called the “**Owners’ Allocation**”), and the remaining 55% of the entire constructed area/units/premises/car parking spaces in the sale component of the proposed new building/s to be constructed on the said Property shall absolutely vest with the Promoters (hereinafter called the “**Promoters’ Allocation**”), and each party is entitled to retain, independently mortgage, book, allot, sell, transfer, retransfer, cancel, surrender, give on lease, leave & license basis or otherwise deal with their respective Allocations in any manner whatsoever (including handing over possession) to persons of their choice at the price and on such terms and conditions as they decide, without recourse to the other party/s and to issue Letters of Allotment, enter into Agreements for Sale, on what is known as “Ownership” basis and recover, realize and appropriate to themselves the entire sale proceeds or consideration monies arising therefrom for their absolute use and benefit, without accounting for the same to the other party/s.

(xi) Two of the First Original Owners, namely (1) the said Shiraj Aboobakar Sorathia, (2) the said Aboobakar Ahmed Sorathia. The said Shiraj Aboobakar Sorathia left him surviving (i) Yasmin Shiraj Sorathia, (ii) Sabiha Shiraj Sorathia, and (iii) Salman Shiraj Sorathia, as his only heirs and legal representatives. The said Aboobakar Ahmed

Sorathia left him surviving (i) Zakaria Aboobakar Sorathia, (ii) Noorjahan Aboobakar Sorathia, (iii) Anisa Aboobakar Sorathia and (iv) the legal heirs of the late Shiraj Aboobakar Sorathia, being the said (I) Yasmin Shiraj Sorathia, (II) Sabiha Shiraj Sorathia, and (III) Salman Shiraj Sorathia, as his only heirs and legal representatives. The said Saira Wahid Chunawala through deed of release dated 28/05/2021 released her share in favour of her brothers (i) Javed Dawood Chunawala, and (ii) Juned Dawood Chunawala,.

(xii) In the aforesaid circumstances (1) Yasmin Shiraj Sorathia, (2) Noorjahan Aboobakar Sorathia, (3) Juned Dawood Chunawala, (4) Zakaria Aboobakar Sorathia, (5)(a) Yasmin Shiraj Sorathia, (b) Sabiha Shiraj Sorathia, (c) Salman Shiraj Sorathia (being the legal heirs of late Shiraj Aboobakar Sorathia), (6) Asma Zakaria Sorathia, (7)(a) Zakaria Aboobakar Sorathia, (b) Noorjahan Aboobakar Sorathia, (c) Anisa Aboobakar Sorathia, (d)(i) Yasmin Shiraj Sorathia, (ii) Sabiha Shiraj Sorathia, (iii) Salman Shiraj Sorathia (being the legal heirs of late Shiraj Aboobakar Sorathia) (Nos. 7(a) to (d) all being legal heirs of late Aboobakar Ahmed Sorathia), (8) Mrs. Salma Zakariya Khandwani, (9) Mrs. Nasima Juned Chunawala, (10) (a) Javed Dawood Chunawala, (b) Juned Dawood Chunawala (through release deed dated 28/05/2021 of Saira Wahid Chunawala), (11) Javed Dawood Chunawala, and (12) Wahid Habib Chunawala (hereinafter collectively called the **“First Owners”**), are the present owners of the First Property, and are entitled to all rights of the Original First Owners under the said Development Agreement dated 30th December, 2015.

(xiii) Three of the Second Original Owners, namely (1) the said Dawood Ahmed Chunawala, (2) the said Aboobakar Ahmed Sorathia, and (3) the said Shiraj Aboobakar Sorathia, have died. The said Dawood Ahmed Chunawala left his

surviving sons Javed Dawood Chunawala and Juned Dawood Chunawala (being the legal heirs, after Mrs. Saira Wahid Chunawala and Mrs. Salma Zikar Khandwani (being the remaining two heirs) have released their rights vide **duly registered** Deed of Release dated 28/05/2021 in favour of Javed Dawood Chunawala and Juned Dawood Chunawala). Thus the said Javed Dawood Chunawala and Juned Dawood Chunawala as his only heirs and legal representatives. The said Aboobakar Ahmed Sorathia left him surviving (i) Zakaria Aboobakar Sorathia, (ii) Noorjahan Aboobakar Sorathia, (iii) Anisa Aboobakar Sorathia and (iv) the legal heirs of the late Shiraj Aboobakar Sorathia, being the said (I) Yasmin Shiraj Sorathia, (II) Sabiha Shiraj Sorathia, and (III) Salman Shiraj Sorathia, as his only heirs and legal representatives. The said Shiraj Aboobakar Sorathia left him surviving (i) Yasmin Shiraj Sorathia, (ii) Sabiha Shiraj Sorathia, and (iii) Salman Shiraj Sorathia, as his only heirs and legal representatives.

(xiv) In the aforesaid circumstances (1)(a) Javed Dawood Chunawala, (b) Juned Dawood Chunawala (being legal heirs of late Dawood Ahmed Chunawala), (2) Zahida Javed Chunawala, (3)(a)(i) Zakaria Aboobakar Sorathia, (ii) Noorjahan Aboobakar Sorathia, (iii) Anisa Aboobakar Sorathia, (iv)(A) Yasmin Shiraj Sorathia, (B) Sabiha Shiraj Sorathia, (C) Salman Shiraj Sorathia, (Nos. (3)(a)(i) to (iv) all being legal heirs of late Aboobakar Ahmed Sorathia), (b)(i) Yasmin Shiraj Sorathia, (ii) Sabiha Shiraj Sorathia, (iii) Salman Shiraj Sorathia (all being legal heirs of late Shiraj Aboobakar Sorathia), (c) Zakaria Aboobakar Sorathia, (d) Noorjahan Aboobakar Sorathia (married), (e) Anisa Aboobakar Sorathia (married) (being the legal heirs and representatives of late Farida A. Sorathia), (4) Zahida Javed Chunawala (by the Will dated 13th November, 1998 of late

Aminabai Ahmed), (5) Zahida Javed Chunawala (through Gift Deed dated 17th December, 2015 by Khatijabai Mohamed Hanif), (hereinafter collectively called the **“Second Owners”**), are the present owners of the Second Property, and are entitled to all rights of the Original Second Owners under the said Development Agreement dated 30th December, 2015.

(xv) The said Mrs. Hurabai Dawood Chunawala, being the Original Third Owner also died and left her surviving her sons Javed Dawood Chunawala and Juned Dawood Chunawala (being the legal heirs of the Original Third Owner, after Mrs. Saira Wahid Chunawala and Mrs. Salma Zikar Khandwani (being the remaining two heirs of the Original Third Owner) have released their rights vide **duly registered** Deed of Release dated 28/05/2021 in favour of Javed Dawood Chunawala and Juned Dawood Chunawala). Thus the said Javed Dawood Chunawala and Juned Dawood Chunawala (**hereinafter collectively called the “Third Owners”**) became entitled to the rights of the Original Third Owner, under the said Development Agreement dated 30th December, 2015).

(xvi) Pursuant to the said Development Agreement, the Promoters proposed to develop the said Property by constructing multi-storeyed building/s thereon, of basement/stilt/podium plus as many upper floors as are permitted to be constructed thereon, by utilizing the entire development potential of the said Property inclusive of FSI, TDR FSI, the fungible compensatory FSI and all other areas as may be available for construction, in accordance with the rules and regulations both present and as may be modified from time to time.

(xvii) Initially, the parties thereto had proposed to develop the said Property under Regulation 33(14)(D) of the then prevailing Development Control Regulations, 1991, utilizing and consuming the entire developmental potential of the said Property including FSI, TDR and additional FSI benefits, to the utmost extent permissible in law, however in the meanwhile the Development Control & Promotion Regulations - 2034, Greater Mumbai (hereinafter called the “**DCPR**”) came into force, and so the parties to the said Development Agreement decided to develop the said Property, jointly as a whole, under Regulation 33(11)(A) for PTC Scheme of the DCPR and Accommodation Reservation under the provisions of Regulation 17(1) of the DCPR.

(xviii) Accordingly the Promoters have appointed M/s. T. N. Hasan, who is registered with the Council of Architects, as their Architect for preparing plans for construction of building/s on the said Property and have entered into a standard Agreement with them and such Agreement is as per the Agreement prescribed by the Council of Architects.

(xix) The Promoters have appointed Mr. P. K. Sura of M/s. Sura & Associates as their structural Engineer for the preparation of the structural design and drawings of the building/s to be constructed on the said Property and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the development.

(xx) Upon submission of proposal to the Slum Rehabilitation Authority (“**SRA**”), the SRA has issued a Letter of Intent under No. K-E/PVT/0235/20181213/LOI, dated 9th October, 2019 (“**LOI**”) in favour of the Promoters, for joint development in Slum Rehabilitation Scheme in respect of the said Property, being plot located in suburbs, whereby it has sanctioned FSI of 3.00, in accordance with the provisions of Regulation

33(11)(A) of the DCPR for Permanent Transit Scheme (PTC) and Development of Reserved land under Accommodation Reservation (AR) for public purpose under the provisions of Regulation 17(1) of the DCPR, on the terms and conditions therein contained. Authenticated copy of the LOI is attached herewith as **Annexure 'B'**.

(xxi) The Scheme Parameters detailing the area of Plot/BUA Reservation and the FSI/TDR generated in lieu of it are tabulated in the LOI. Under the LOI, the concerned SRA have presently considered the area of the said Property as admeasuring 7652.15 square meters, out of which portion admeasuring 3347.66 square meters, will be developed under Regulation 33(11) of the DCPR, while the remaining portion of the admeasuring 4304.49 square meters, will be developed under Regulation 17(1) of the DCPR.

(xxii) Pursuant to the LOI, out of the said Property therein described as admeasuring 7652.15 square meters, land admeasuring 2152.24 square meters (hereinafter called the “**Reserved Portion**”) along with the Building to be constructed thereon (as hereafter mentioned) is to be surrendered to the Municipal Corporation of Greater Mumbai (“**MCGM**”) and the remaining land admeasures 5499.91 square meters and shall hereinafter be called the “**Sale Portion**”).

(xxiii) Plans for construction of Composite Building No. 1, to consist of basement plus stilt plus upper floors (comprising of PTC Units for residential and commercial user and Sale Units for residential user), on the Sale Portion of the said Property, have been approved by the SRA, under Intimation of Approval No. K-E/PVT/0235/20181213/AP/R1 dated 22nd November, 2019, and Commencement Certificate dated 3rd December, 2019 under even Number has been issued in respect thereof.

(xxiv) Plans for construction of Building No. 2 (MCGM), to consist of stilt plus upper floors, to be constructed on the Reserved Portion of the said Property, and to be handed over to MCGM along with the Reserved Portion, have been approved by the SRA, under Intimation of Approval No. K-E/PVT/0235/20181213/AP dated 17th March, 2020, and Commencement Certificate dated 12th November, 2020 under even Number has been issued in respect thereof.

(xxv) Plans for construction of Sale Building No. 3, to consist of basement plus stilt plus upper floors (comprising of Sale Units), on Sale Portion of the said Property, have been approved by the SRA, under Intimation of Approval No. K-E/PVT/0235/20181213/AP/S3 dated 22nd November, 2019, and Commencement Certificate dated 3rd December, 2019 under even Number has been issued in respect thereof.

(xxvi) Plans for construction of Sale Building No. 4, to consist of basement plus stilt plus upper floors (comprising of Sale Units), on Sale Portion of the said Property, have been approved by the SRA, under Intimation of Approval No. K-E/PVT/0235/20181213/AP/S4 dated 22nd November, 2019, and Commencement Certificate dated 3rd December, 2019 under even Number has been issued in respect thereof.

(xxvii) The Promoters have commenced the construction of the Buildings on the project land.

(xxviii) The Promoters propose to develop and construct the Sale Building No. 4 in the name of “**PEARL HEAVEN IV**”, Wing A, B & C on part of the Sale Portion (hereinafter called the “**Project**”), and accordingly the Promoters have registered the Project of development of the Sale Building No. 4 under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called the “**said Act**”) along with Maharashtra Rules and Regulations, 2017 (hereinafter called

the “**said Rules**”), with the Real Estate Regulatory Authority under Project Registration No. _____ vide Certificate dated _____, at Mumbai and the authenticated copy is attached herewith and marked as **Annexure ‘C’**.

(xxix) The Promoters have represented to the Allottee that although this Agreement relates to the Project i.e. the construction of the said Building on part of the Sale Portion, the proposed overall Scheme intended and envisaged to be developed by them is huge, and shall, along with the said Property include amalgamation of some of the adjoining and neighbouring lands and/or clubbing of schemes, and so the development shall be carried out in phases as per the Revised LOI that may be granted from time to time, and as per further sanctions and approvals, as hereafter contained.

(xxx) The Sale Building No. 4, named as “**PEARL HEAVEN IV**”, Wing A, B & C shall hereinafter be called the “**said Building**” and the part of the Sale Portion underneath and appurtenant to the said Building admeasuring 1926.42 square meters shall be called the “**project land**” and is more particularly described in the **Fourth Schedule** hereunder written. Authenticated copies of Intimation of Approval No. K-E/PVT/0235/20181213/AP/S4 dated 22nd November, 2019, and Commencement Certificate dated 3rd December, 2019 in respect of the said Building, being **Building No. 4**, are attached herewith as **Annexures ‘D’ & ‘E’**, respectively.

(xxxi) The units for sale comprised in the said Building are flats for residential purpose only.

(xxxii) Pursuant to the said Development Agreement the Flats comprised in the 55% of the Promoters’ Allocation in the said Building, have been demarcated, identified and earmarked and the same are contained in Statement annexed

hereto as **Annexure 'F'** and shall hereafter be called the **"Promoters' Flats"** respectively.

(xxxiii) In the circumstances aforesaid, the Promoters alone have the sole and exclusive right, and without any reference or recourse to the First Owners, the Second Owners and/or the Third Owner, to deal with the Promoters' Flats in the said Building contained in Annexure 'F' annexed hereto and in any further storeys that may be constructed on the said Building, on what is popularly known as 'Ownership Basis', lease, allot or otherwise transfer the flats, car parks in the stilt/stilt stack/mechanized puzzle car park, in the said Building being constructed by them on the project land and to enter into Agreement/s with the purchasers and acquirers thereof and to receive and appropriate to themselves the consideration monies and sale proceeds in respect of the sale of the flats in their own names. In accordance with the said Development Agreement, the Promoters are entitled to sell the units/premises contained in Annexure 'F' to such person/s as they deem fit.

(xxxiv) Accordingly, the Allottee applied to the Promoters for allotment to the Allottee of Flat No. _____ in the Wing ___, admeasuring _____ sq. ft. i.e. _____ sq. mtrs. Carpet Area on the ___ Floor, in the said Building known as "**PEARL HEAVEN IV**", Sale Building No. 4 being constructed on the project land described in the Fourth Schedule hereunder written in the said Building being constructed on the project land. The said Flat No. _____ in the Wing ___ on the ___ Floor in the said Building shall hereinafter be called the "**said Apartment**". The said Apartment is more particularly described in the **Fifth Schedule** hereunder written. The First Owners, the Second Owners and the said Third Owner on the one hand, and the Promoters on the other hand shall be entitled to demarcate, identify and earmark further flats/units coming

to their respective entitlements in the other Buildings/Wings to be constructed on the Sale Portion of the said Property or any other properties that may be amalgamated with the said Property, as and when they deem fit from time to time. Further, the parties to the said Development Agreement shall be entitled to alter Annexure 'F' so far as pertains to the unsold flats/units, without affecting the said Apartment hereby agreed to be sold and hereby agreed to be allotted, to the Allottee.

(xxxv) Since, the said Apartment is identified and earmarked as flat coming to the share of the Promoters, the Promoters alone are entitled to sell the same and receive and appropriate to themselves the consideration under this Agreement for Sale in their individual name.

(xxxvi) Relying upon the said application, the Promoters hereby agree to sell to the Allottee the said Apartment at the price and on the terms and conditions hereinafter appearing.

(xxxvii) The Promoters hereby retain the right to submit amended plans of the said Building and amended layout for approval to the concerned authorities from time to time, to enable the Promoters to construct the said Building by exploiting the maximum development potential available for construction on the project land.

(xxxviii) On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said Property, hereinbefore recited deeds and documents, the sanctioned plans, I.O.A., C.C., and of such other documents as are specified under the said Act and the said Rules.

(xxxix) The authenticated copies of the Certificate of Title issued by M/s. Satish Mishra & Co. Advocate of the Promoters certifying the right, title and interest of the Promoters to develop the said Property, is annexed hereto and marked as **Annexure 'G'**.

(xl) The authenticated copy of the Property Register Cards bearing CTS Nos. 57, 58, 100 and 55/2 in respect of the said Property and the Third Property on portion of which the said Building is being constructed, are annexed hereto and marked as **Annexure 'H'**.

(xli) The authenticated copy of the plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the SRA has been annexed hereto and marked as **Annexure 'I'**.

(xlii) The Promoters have got some of the approvals from the SRA and concerned local authority(s) to the plans, the specifications, elevations, sections of the said Building and shall be obtaining the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate or Part Occupancy Certificate/s of the said Building.

(xliii) While sanctioning the said plans the SRA/concerned officers and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and upon due observance and performance of which only the completion and occupation or part occupation certificates in respect of the said Building shall be granted by the SRA/concerned local authority.

(xliv) The carpet area of the said Apartment is _____ square meters and "Carpet Area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the

Allottee, but includes the area covered by the internal partition walls of the said Apartment.

(xlv) 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.

(xlvi) Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

(xlvii) Under Section 13 of the said Act the Promoters are required to execute a Written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in

the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. The Promoters have commenced and shall under normal conditions complete the construction of the said Building known as **“PEARL HEAVEN IV”** consisting of stilt and upper floors, on the project land more particularly described in the Fourth Schedule hereunder written, which project land forms part of the said Property situate at Kondivita, Andheri (East), Mumbai, bearing CTS Nos. 57, 58 and 100, in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 8024.1 square meters as per Property Register Cards and admeasuring 7652.15 square meters or thereabouts as per Letter of Intent (LOI) under No. K-E/PVT/0235/20181213/LOI, dated 9th October, 2019, in accordance with the plans and specifications as approved by the SRA/concerned local authority from time to time.

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

3. (a) In accordance with the said Development Agreement dated 30th December, 2015 and as per earmarking and identification, the said Apartment comes within the entitlement and/or share of the Promoters as contained in Annexure ‘F’, annexed hereto. In the circumstances, the Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee the said Apartment bearing Flat No. _____ in the Wing ____ admeasuring _____ sq. ft. i.e. _____ sq. mtrs. Carpet Area on the ____ Floor of the said Building being Sale Building No. 4, known as “PEARL

HEAVEN IV” shown on the floor plan thereof annexed hereto and marked as Annexure ‘J’ described in the Fifth Schedule hereunder written, at or for the lumpsum price of Rs. ____/- (Rupees _____ Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Sixth Schedule** hereunder written.

(b) The said consideration amount being the said sum of Rs. ____/- (Rupees _____ Only) (hereinafter called the “**Total Price**”) shall be paid by the Allottee to the Promoters as follows:-

- i. Amount of **Rs.** ____/- (**Rupees** _____ **Only**) (not exceeding 10% of the total consideration) has been paid prior hereto as advance payment or application fee by the Allottee to the Promoters (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge);
- ii. Amount of **Rs.** ____/- (**Rupees** _____ **Only**) not exceeding 30% of the Total Price) to be paid to the Promoters upon the execution of this Agreement;
- iii. Amount of **Rs.** ____/- (**Rupees** _____ **Only**) not exceeding 45% of the Total Price) to be paid to the Promoters on the completion of the Plinth of the New Building in which the said Apartment is located;
- iv. Amount of **Rs.** ____/- (**Rupees** _____ **Only**) not exceeding 70% of the Total Price) to be paid to the Promoters on completion of the slabs including podium of the New Building in which the said Apartment is located (to be paid in 23 installments of **Rs.** ____/-

(Rupees _____ Only) each, and each installment to be paid on the completion of each slab);

- v. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 75% of the Total Price) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment;
- vi. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 80% of the Total Price) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
- vii. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 85% of the Total Price) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building in which the said Apartment is located;
- viii. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 95% of the Total Price) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertaining the New Building and all other requirements as may be prescribed in this Agreement of sale of the said Apartment;
- ix. Balance amount of **Rs. _____/- (Rupees _____ Only)** will be payable, along with all deposits and charges, within 7 (seven) days of the Promoters notifying the Allottee to take possession of the said Apartment on or after receipt of Occupancy Certificate or Completion Certificate.

(c) The total price payable by the Allottee to the Promoters is subject to deduction of Tax Deducted at Source (TDS), at the rate of 1% (One Percent) of the total consideration under the provisions of Section 194-IA of the Income Tax Act, 1961 and such deducted amount shall be paid by the Allottee to the concerned authorities of the Central Government within 3 (three) days from payment of each installment, and a copy of Challan received against the deposit of TDS shall be handed over by the Allottee to the Promoters and the TDS Certificate shall also be handed over to Promoters within the period stipulated under law.

(d) The total price above excludes taxes consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied now or to be levied hereafter, under any act or statute of the Central Government, State Government, for or in connection with the construction of and carrying out of the Project. Such Taxes shall be paid/reimbursed by the Allottee to the Promoters over and above the Total Price within seven days of demand made by the Promoters.

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

(f) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupancy Certificate/s or Part Occupancy Certificate is granted by the SRA/competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

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

4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA/concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the SRA/concerned local authority occupancy and/or part

occupancy and/or completion certificates in respect of the said Apartment.

5. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3(c) herein above. ("Payment Plan").

6. The Promoters state that there is a landlocked property bearing CTS No. 60 of Village Kodivita, belonging to the Promoters, fully occupied by slum dwellers and declared as a 'slum area' (hereinafter called the "**said landlocked property**"), which adjoins the said Property and is situated towards the west side thereof. There are also other lands which are adjoining and/or neighbouring to the said Property, occupied by slum dwellers and declared as 'slum area' (hereinafter called the "**said adjoining and neighbouring lands**"), some of which may not have proper right of way/access. The Third Property which abuts the 13.40 meter wide D. P. Road, belongs to the Second Owners and is to be developed by the Promoters herein. The Promoters hereby state that there is Right of Way access of 9 meters wide from the said property to the CTS No. 60 of Village Kondivita. The Promoters have also represented to the Allottee that they/the Owners may also be required to give right/s of way over the said Property and the Third Property to the plot holders of the adjoining and neighbouring lands. The Allottee hereby states that he/she/they has/have no objection to the said right/s of way being given by the Owners to the Promoters for the benefit of the said landlocked property and/or by the Owners/Promoters

to the plot holders/owners for the benefit of the adjoining and neighbouring lands. The Allottee confirms that the occupants/slum dwellers of the said landlocked property and/or of the adjoining and neighbouring lands shall, upon the giving of such right/s of way, have full right and liberty to go, pass and repass over such right/s of way and neither the Allottee nor the Proposed Organization (defined hereafter)/the Apex Body (defined hereafter) as the case may be, shall take any objection to the same. The Promoters have made it very clear to the Allottee that the Conveyance or Lease or Sub-Lease or other assurance of the project land/Sale Portion and/or the said Building, to the Proposed Organization (defined hereafter)/Apex Body (defined hereafter), as the case may be, shall contain a covenant to the aforesaid effect and the Allottee shall not raise any objection to such covenant at any time.

7. (a) The Promoters hereby declare that the Floor Space Index, TDR and fungible FSI which is proposed to be presently utilized in the construction of the said Building (i.e. the Sale Building No. 4) on the project land (being part of the Sale Portion) is 1926.42 square meters being a building of stilt plus 22 upper floors. If additional floors (i.e. above the 22nd floor) are approved, then the Promoters shall also be constructing the additional floors. In addition to the said Building (i.e. the Sale Building No. 4), the Promoters shall also be constructing the Composite Building No. 1, Sale Building No. 3 and further Buildings/Wings if approved, on the remaining parts of the Sale Portion, while they shall be constructing the Building No. 2 (MCGM) on the Reserved Portion.

(b) The Promoters have informed the Allottee, and the Allottee is made aware of the following:

(i) Although this Agreement relates to the Project i.e. the construction of the said Building being the Sale Building No.

4 on the project land (being part of the Sale Portion), the proposed overall development Scheme (the “**proposed Scheme**”), intended and envisaged to be carried out by the Promoters is of a huge plot of land, which shall include the said Property, along with the Third Property, the said landlocked property (proposed to be developed under Regulation 33(10) of the DCPR) and some of the adjoining and neighbouring lands, which are proposed to be amalgamated with the said Property and/or the slum scheme/s in respect of which are proposed to be clubbed with the scheme in respect of the said Property. Hence, the development of the proposed Scheme shall be carried out in phases as per the LOI/Revised LOI that may be granted, and as per the sanctions and approvals of the concerned SRA and other authorities, to be granted from time to time, by exploiting in such construction the maximum plot development potential, by utilizing the entire Floor Space Index (FSI) in respect of the proposed Scheme, FSI by way of Transfer of Development Rights (TDR), fungible FSI, Road set back FSI, FSI available on payment of premiums, FSI available as incentive FSI by implementing various schemes as contained in the DCPR, permissible areas and all other benefits, which may be available now or in future on modification to the SRA Act, the Mumbai Municipal Corporation Act, Bye-Laws, DCPR, the Maharashtra Regional & Town Planning Act 1966, and/or all other applicable laws/Rules Regulations/bye-law/statutes/policies/circulars, etc. or any change in policy, which are applicable to the proposed Scheme. The Allottee agrees that he/she/they shall not raise or take any objection to the proposed overall development of the proposed Scheme and the revision of the LOI from time to time, so long as the location of the said Apartment and the said Building in which it will be located is not altered;

(ii) That the Sale Building No. 3 and the said Building being the Sale Building No. 4 are connected buildings as per the approved plans, and neither the Allottee nor the Proposed Organization (defined hereafter) shall take any objection to the construction of the Sale Building No. 3 and/or any other Buildings/Wings being constructed on the Sale Portion, joint with or connected to the said Building, so long as the location of the said Apartment and the said Building in which it will be located is not altered;

(iii) That the portion of the project land underneath each Sale Building (including the said Building) may not be equal to or proportionate to the FSI proposed to be utilized in each Sale Building/Wing (including the said Building), and the Allottee hereby agrees, acknowledges and confirms such disproportionate utilization of FSI and shall not at any time dispute or object to the same in any manner;

(iv) That on account of fresh survey and demarcation of the said Property and/or the amalgamation of the Third Property, the said landlocked property and some of the adjoining and neighbouring lands with the said Property and/or the clubbing or merger of the Slum Schemes in respect thereof with the scheme in respect of the said Property, may result in the increase in the area to be developed as per the LOI/ Revised LOI. Consequently, there will be an increase in the built-up area of the Buildings/Wings to be constructed in the proposed Scheme, and so further Buildings/Wings may be constructed. The Allottee confirms that he/she/they shall not raise any objection to such increase in the area/built-up area.

(v) The Promoters have also represented to the Allottee that in view of the proposed Scheme, the layout, design, elevation, plans etc., may be required to be amended from time to time or fresh layout may be required to be submitted by the

Promoters. Accordingly, it is expressly agreed between the Promoters and the Allottee that the Promoters have reserved to themselves and have absolute discretion to amend/alter/modify, from time to time the layout plan, building plans, design, elevation etc., of the Sale Buildings/Wings to be constructed on the Sale Portion or submit fresh layout plans and alter the position of the Buildings/Wings to be constructed on the Sale Portion (other than the said Building) and also to put up additional storey's above the Sale Buildings/Wings (including the said Building) or construct annex Buildings/Wings joint to the Sale Buildings/Wings (including the said Building) or add further Sale Buildings/Wings and/or to delete from the layout any one or more of the Buildings/Wings, in accordance with such plans as are approved, amended and sanctioned from time to time by the concerned authorities, in such phases and in such manner as the Promoters may from time to time in their absolute discretion determine. The Allottee and the Proposed Organization (defined hereafter)/the Apex Body (defined hereafter) that are to be formed by the purchasers of units in the Sale Buildings/ Wings have no objection to the Promoters carrying out such amendment/alteration of the plans, lay out, design, elevation etc., and the Allottee hereby specifically agrees that he/she/they shall co-operate with and give all facilities to the Promoters to enable them to carry out the said construction/additional construction work and additional floors on the said Building and/or any of the other Buildings on any portion of the proposed Scheme, and neither the Allottee nor the Proposed Organization (defined hereafter) shall in any manner obstruct or hinder the said construction or development, so long as the said Apartment hereby agreed to be sold to the Allottee is not affected in any manner, and such right is hereby acknowledged and accepted by the Allottee.

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

(vi) The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the entire proposed FSI and on the understanding that the declared proposed FSI and any future FSI (by whatever name called) and the additional premises constructed from such future FSI shall belong to Promoters only. The Allottee herein confirms that he/she/they and/or the other purchasers and/or the Proposed Organization/s that are to be formed by the purchasers of units in the Sale Buildings/Wings shall not be entitled to claim any share, right, title or interest in any such F.S.I. or TDR F.S.I. and/or fungible compensatory F.S.I. or any FSI by whatsoever name called nor in any benefit available by way of increase in FSI nor shall the Allottee be entitled to raise any objection whatsoever in respect of its use by the Promoters in any manner they may choose and all such FSI which may be available in respect of the said Property/proposed Scheme shall be only for the use and utilization of the Promoters, and the Allottee shall have no right and/or claim in respect of the same. The Allottee hereby specifically agrees that he/she/they shall co-operate with and give all facilities to the Promoters to enable them to carry out the said construction/additional construction work of the proposed Scheme and the Allottee hereby agrees, confirms and undertakes not to hinder, obstruct or raise any objection in the construction of the phases or to the entrance and exit of the vehicles bringing in or taking away the building

materials and/or to the storage of the building materials in portions of the said Property/proposed Scheme and/or the workers using the lifts, staircase and other portions of the said Building and other Buildings/Wings constructed or being constructed or to be constructed on the said Property/proposed Scheme, for carrying out the work. Such additional structures and storeys will be the sole property of the Promoters who will be entitled to dispose it off in terms of the said Development Agreement and the Allottee hereby irrevocably consents to the same. Under the circumstances aforesaid, the Allottee shall not be entitled to raise any objection or to any rebate and/or concession and/or abatement in the Total Price of the said Apartment and the said Car Park Space/s agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

(vii) If the permitted floor space index or density is not consumed in the Buildings/Wings to be constructed on the said Property/proposed Scheme or any part of the FSI by whatever name called has remained unutilized or unconsumed by the Promoters, then the same will be available to the Promoters, and they shall be entitled to obtain Transferable Development Rights (T.D.R.) and sell or transfer or dispose off the same in such manner as the Promoters may deem fit in their entire discretion, and the Allottee doth hereby accord his/her/their irrevocable consent for the same.

(viii) The Allottee has been made aware that the Reserved Portion of the said Property admeasuring 2152.24 square meters along with the Building No. 2 (MCGM) being constructed thereon shall be surrendered or caused to be surrendered or transferred to the Municipal Corporation of Greater Mumbai, and neither the Allottee herein nor the Proposed Organization (defined hereafter) shall take or raise any objection or

hindrance to such surrender or transfer to the MCGM. As aforesaid, the Composite Building No. 1, consisting of basement plus stilt plus upper floors, comprising of PTC Units for residential and commercial user and Sale Units for residential user, is to be constructed on part of the Sale Portion of the said Property. The Allottee has also been made aware that the PTC units in the Composite Building No. 1 are to be handed over to the SRA/concerned authorities, and neither the Allottee herein nor the Proposed Organization (defined hereafter) shall take or raise any objection or hindrance to such handing over to the SRA/concerned authorities.

(ix) The Promoters have represented to the Allottee that no sub-division of the project land from the said Property is envisaged and the Allottee agrees not to insist or demand or require the Promoters to obtain any sub-division of the project land from the said Property.

8. (i) If the Promoters fail to abide by the time schedule for completing the Project (i.e. construction of the said Building) and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who do not intend to withdraw from the Project, interest at the rate fixed at 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum, on the installments of the Total Price paid by the Allottee, for every month of delay, till the handing over of the possession. If the Allottee fails to pay any installment of the Total Price and/or any amounts payable under these presents on the due date, then the Allottee agrees to pay to the Promoters, interest at the rate fixed at 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum, on all the payments which become due and payable by the Allottee to the Promoters under the terms of this Agreement

(including proportionate taxes, maintenance charges and outgoings payable in respect of the said Apartment) from the date the said amount is payable by the Allottee to the Promoters, till payment. Time for payment of all amounts under these presents is of essence of the contract.

(ii) Without prejudice to the right of Promoters to charge interest in terms of sub-clause 8(i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority, maintenance charges and other outgoings), the Promoters, at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters, subject to adjustment and recovery of agreed liquidated damages equivalent to 10% of the Total Price, the aforesaid interest, unpaid GST or any other amount which may be payable to the Promoters. Upon such termination, the Allottee shall be

left with no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoters and/or the project land and/or the said Property/part thereof and/or over the said Apartment, and the Promoters shall be fully entitled to sell, deal with and dispose off the said Apartment and all other rights and entitlements under this Agreement to any third party or deal with it in any other manner as the Promoters may in their sole discretion deem fit and proper.

9. The amenities, fixtures and fittings to be provided by the Promoters in the said Building and the said Apartment are set out in **Annexure 'K'**, annexed hereto.

10. The Promoters shall give possession of the said Apartment to the Allottee on or before 31st day of December' 2026 plus one year grace period. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee then the Promoters shall be liable on demand, made in writing by the Allottee, to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned in the clause 7(i) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the said Building in which the Apartment is to be situated is delayed on account of reasons beyond the control of the Promoters and/or any Force majeure events including:-

(i) national emergency, general strikes, war, civil commotion or any terrorist attack/threat, riots, violence of any army or mob or enemies of the country, or by any other irresistible force or acts of God, or effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide,

subsidence, flood, hurricanes, storm, cyclone, tempest, typhoon, volcanic activities or any other natural calamity;

(ii) accident, epidemics, pandemics, plagues, lockdown, restriction of movement or access to the said Property/part thereof/project land on account of the same being demarcated as a micro containment or any other containment zone or on account of complete lockdown; any order given by any authority, restricting the movement of labour, workers etc.;

(iii) any notice, circular, order, rule, notification of the Government and/or other public or competent authority/court;

(iv) any litigation or injunction or prohibitory order from any court or forum or concerned or competent authority or any other judicial or quasi-judicial or governmental or local authority and/or any statutory authority, whereby the Promoters are prevented or restrained from carrying on the construction work.

11. (i) **Procedure for taking possession:** The Promoters, upon obtaining the Occupancy Certificate/s or Part Occupancy Certificate/s from the SRA/competent authority in respect of the said Building, and payments have been made by the Allottee as per this Agreement including the entire Total Price and all other payments/deposits, shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of receipt of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the taxes, maintenance charges and outgoings as determined by the Promoters within the time period specified by the Promoters as stated hereafter. The Promoters shall

offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate or Part Occupancy Certificate/s of the Project i.e. the said Building.

(ii) The Allottee shall take possession of the said Apartment within 15 (fifteen) days from receipt of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy. The Promoters shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after the expiry of 15 (fifteen) days from notifying the Allottee to take possession of the said Apartment or from the date the Allottee takes possession of the said Apartment, whichever is earlier.

(iii) **Failure of Allottee to take Possession of the said Apartment:** Upon receiving a written intimation from the Promoters as per clause 11(i), the Allottee shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and required by the Promoters, and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 11(i) above, then too the Allottee shall be bound and liable to pay the taxes, maintenance charges and outgoings as applicable, without any dispute or objection, from the expiry of 15 (fifteen) days from the Promoters offering the possession of the said Apartment as per clause 11(i).

(iv) If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects

shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act. Provided that if any damage or defect is caused to any part of the said Building/flats therein, on account of any allottee installing furniture, fixtures and/or while doing any type of interior work then in such case the Promoters shall not be liable to rectify such damage or defect or pay any compensation for such damage or defect. Provided further that the Promoters shall not be held liable if the allottees of the said Building have made any structural changes and/or any changes which are against the SRA/MCGM rules and regulations in his/her/their flat and/or in the said Building and/or have tampered or permitted the tampering of his/her/their flat and/or the said Building. The Allottee hereby agrees and undertakes not to carry out any structural alteration of any nature whatsoever in the said Apartment or any part of the said Building without obtaining the prior consent in writing of the Promoters and the Structural Engineers of the Promoters.

12. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence only.

13. (a) The Promoters may, at their option, and in accordance with the provisions of law, form (i) an independent and separate Organization i.e. co-operative society or Company or Condominium of Apartments or any other associations of individuals, to be formed by the persons holding flats in the said Building, if such formation is permitted by the concerned authorities and under the law then prevailing; or (ii) an Organization i.e. co-operative society or Company or Condominium of Apartments or any other associations of

individuals, to be formed by the persons holding flats in the said Building along with the persons holding flats/units/premises in the Composite Building No. 1, the Sale Building No. 3 and other buildings, if any, that may be constructed on the Sale Portion of the said Property, if such formation is permitted by the concerned authorities and under the law then prevailing. The Organization/s proposed to be formed by the Promoters shall hereinafter be called the “**Organization**” or “**Proposed Organization**”. The final decision regarding the type of Proposed Organization shall rest only with the Promoters herein. The Promoters also propose that if more than one Organization is formed in respect of the Buildings to be constructed on the Sale Portion of the project land, then a Housing Association or Apex Body of the Proposed Organization/s, shall be formed, if so permitted by the concerned authorities under the law then prevailing (hereinafter called the “**Apex Body**”).

(b) The Allottee herein along with other allottees of apartments in the said Building or in the said Building, the Sale Building No. 3, the Composite Building No. 1 and the other Buildings that may be constructed on the Sale Portion of the said Property, as the case may be, shall join in forming and registering the Proposed Organization being a Society or Association or a Limited Company or a Condominium of Apartments as may be decided by the Promoters, to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Proposed Organization and for becoming a member, including the bye-laws of the Proposed Organization and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to

the Allottee, so as to enable the Promoters to register the Proposed Organization of purchasers/allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. If the Promoters opts to form the Proposed Organization of the persons holding flats in the said Building, then, as per Rule 9(1)(i) of the said Rules, the application for registration of such Proposed Organization shall be made within three months from the date on which fifty-one percent of the total number of purchasers/allottees in the said Building have booked their apartments. If however, the Promoters opts to form the Proposed Organization of the persons holding flats in the said Building, the Composite Building No. 1, the Sale Building No. 3 and other buildings, if any, that may be constructed on the Sale Portion of the said Property, then, as per Rule 9(1)(i) of the said Rules, the application for registration of such Proposed Organization shall be made within three months from the date on which fifty-one percent of the total number of purchasers/allottees in all the Buildings to be constructed on the Sale Portion (including the said Building) have booked their apartments.

14. The Allottee has been made aware by the Promoters and the Allottee hereby confirms and acknowledges that the Common Areas, Amenities and Facilities detailed in the **Sixth Schedule** hereunder written, form part of and will be located in various portions of the Sale Portion of the said Property, and that the Common Areas, Amenities and Facilities shall be developed in a phased-manner by the Promoters and further, all the Common Areas, Amenities and Facilities may not be constructed/operational at the time of handing over

the possession of the said Apartment to the Allottee and would be constructed/made operational at a later date as per the phase-wise development. The Allottee hereby agrees and confirms that he/she/they shall not in any manner object or dispute such phase-wise development of the Common Areas, Amenities and Facilities by the Promoters. It is expressly agreed that the Allottee shall, along with the other purchasers/allottees and the Proposed Organization, be entitled to the common areas and facilities set out in the Sixth Schedule hereunder written. It is hereby clarified that the areas mentioned in the Sixth Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Seventh Schedule** hereunder written and alienate and dispose off the same in such manner as the Promoters think fit and proper.

15. Till the Proposed Organization is formed, the Promoters may, at their discretion be entitled to form an adhoc committee for managing the said Building alone, or the said Building along with the Composite Building No. 1, the Sale Building No. 3 and other buildings, if any, that may be constructed on the Sale Portion of the said Property, and hand over the management to such adhoc committee. It is hereby clarified that no right of any nature shall be created in favour of such adhoc Committee.

16. Upon such formation and registration, the Proposed Organization shall take over the Administration and maintenance of the said Building from the Promoters or the ad-hoc committee, as the case may be. Even after the formation of the Proposed Organization, the Promoters shall be entitled to complete the development and the remaining Buildings in the proposed Scheme by utilizing the entire development

potential including the FSI, TDR FSI, the fungible compensatory FSI, set back area and all areas and benefits and sell the unsold flats/units/premises, car park spaces and other spaces in the said Building and the other Buildings/Wings to be constructed on the Sale Portion. Such allottees shall be entitled to become members of the Proposed Organization, without payment of any transfer charges or administrative costs or any other cost, charge or expense except membership fees and share money. The First Owners, the Second Owners and the Third Owner (hereinafter collectively called the “**Owners**”) and the Promoters herein shall if necessary, become members of the Proposed Organization in respect of their respective rights and benefits.

17. (a) After the Proposed Organization is formed and registered, as stated in clause 13(a) above, and, (i) only upon the completion of the development of the entire said Property/proposed Scheme, utilizing therein the entire FSI/TDR FSI/fungible compensatory FSI or any other FSI by whatever name called; or (ii) within three months from the date of issue of the full Occupancy Certificates of all the Buildings/Wings to be constructed on the Sale Portion of the said Property (including the said Building)/proposed Scheme; or (iii) 51% of the total number of purchasers/allottees in all the Buildings/Wings to be constructed on the Sale Portion of the said Property (including the said Building)/proposed Scheme have paid full consideration to the Promoters, whichever is later, the Promoters shall:

(I) if independent and separate Proposed Organization/s are permitted to be formed by the purchasers of flats/units/premises in the said Building and other buildings to be constructed on the Sale Portion of the project land, then the Promoters shall execute and cause the Owners i.e. the First Owners, the Second Owners and the Third Owner to execute,

as per the provisions of law, a Deed of Conveyance/Lease of the Sale Portion of the said Property and the Common areas and facilities more particularly described in the **Sixth Schedule** hereunder written, in favour of the Apex Body to be formed by all the Proposed Organization/s. Additionally, the Promoters may, if permitted under law, execute separate Deed/s of Conveyance/Lease of the various Buildings in favour of their respective Proposed Organization/s; or

(II) if one Proposed Organization is permitted to be formed by all the purchasers of flats/units/premises in the said Building and the other buildings to be constructed on the Sale Portion of the project land, then the Promoters shall execute and cause the Owners i.e. the First Owners, the Second Owners and Third Owner to execute, as per the provisions of law, a Deed of Conveyance/Lease of the Sale Portion of the said Property along with the said Building and the other buildings to be constructed on the Sale Portion of the project land and the Common areas and facilities more particularly described in the **Sixth Schedule** hereunder written, in favour of such Proposed Organization; or

(III) The transfer of title of the Composite Building No. 1, the said Building being the Sale Building No. 4, the Sale Building No. 3 and the other Sale buildings and/or the Sale Portion of the said Property/portions thereof/proposed Scheme and the Common areas and facilities more particularly described in the **Sixth Schedule** hereunder written, in favour of the Proposed Organization/s and the Apex Body shall be done in such manner as the Promoters may deem fit and in accordance with the law then prevailing. The Allottee hereby expressly agrees to accept transfer of the title by the Promoters in respect of the said Building and the project land/Sale Portion of the said Property/part thereof/proposed Scheme, in such manner as the Promoters may deem fit and as may be legally

feasible and shall not require the Promoters to transfer the title in any particular manner.

(IV) The Reserved Portion along with the Building No. 2 (MCGM) shall be transferred/conveyed to the MCGM, as aforesaid.

(b) The transfer deeds/documents shall, if the Promoters so deem fit, identify the built-up area/FSI utilized to construct each Sale Buildings/Wings and the transfer document shall be restricted only to the extent of such utilized built-up area/FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Promoters and/or the Owners, as per their respective rights).

(c) Notwithstanding anything contained in these presents, the Allottee agrees that after transferring the title to the Proposed Organization and Apex Body as aforesaid, the Promoters shall continue to have rights and entitlement to complete development and construction of the Sale Building No. 3, the Composite Building No. 1 and the other buildings that are to be constructed on the said Property and on the remaining proposed Scheme, and to market, book, sell, offer to sell, allot to any person the unsold flats/units/premises, car park spaces and other spaces in the said Building and the other buildings in the proposed Scheme and realize the consideration monies from such purchasers/allottees, without any restriction for entry to the said Building and the other buildings in the proposed Scheme. Such purchasers/allottees shall be entitled to become members of the Proposed Organization, without payment of any transfer charges or administrative costs or any other cost, charge or expense except membership fees and share money.

(d) The common expenses, if any, shall be borne and paid by the allottees of premises in the Buildings to be constructed

on the Sale Portion of the said Property (including the Allottee herein) in such proportion as the Promoters will determine.

18. After obtaining the Completion Certificate/s of all the Sale Building/Wings to be constructed on the Sale Portion of the said Property, and handing over the physical possession to the purchasers/allottees (including the Allottee herein) of their respective apartments and formation of the Apex Body to be formed of all the Proposed Organization/s and the transfer of title of the Sale Buildings/Wings along with the Sale Portion and the common areas and facilities which are more particularly described in the Sixth Schedule hereunder written to the Proposed Organization or the Apex Body, as the case may be, it shall be the responsibility of the Promoters to handover the necessary documents and plans to the Apex Body.

19. In the event any portion of the said Property being required by the Adani Electricity Ltd./Tata Power Co./any other Electric Company, for putting up an Electric sub-station, then the Owners and the Promoters shall be entitled to give such portion to the said Electric Company or any other body for such purpose, on such terms and conditions as the Owners and the Promoters shall think fit.

20. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the project land/Sale Portion of the said Property and the said Building namely local taxes, N. A. taxes, betterment charges or such other levies by the concerned local authority and Government water charges, insurance, common lights, repairs and salaries of clerks, accountants, bill collectors, liftmen, chowkidars, pump man, sweepers, costs for maintenance of various common equipments (including mechanized puzzle

car park) that may be installed in the said Building and in any other part of the Sale Portion, expenses for maintenance and repairs of the common areas including gutters and rain water pipes, storm water drains, water pipes and electric wires in under or upon the said Building being constructed on the project land and in any other part of the Sale Portion used by the purchasers/allottees in common with the other occupants in the said Building and in other buildings on the Sale Portion, and the main entrances, passages, landings, lifts and staircases of the said Building and the boundary walls, compounds of the project land/Sale Portion, etc., and all other expenses necessary and incidental to the management and maintenance of the project land thereof and the said Building and the Sale Portion, and in addition thereto, the Allottee shall also bear his/her/their proportionate share in the common expenses of the said Property/proposed Scheme, as may be determined by the Promoters from time to time. Until the Proposed Organization is formed and the said structure of the said Building is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. ____/- (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the adhoc committee is formed or the Conveyance/Lease is executed in favour of the Proposed Organization as aforesaid, out of which required amounts will be utilized by the Promoters towards payment of Municipal Taxes, maintenance charges and other outgoings. On such adhoc committee being formed or the Conveyance/Lease being executed, the aforesaid deposits (less deduction towards Municipal Taxes, maintenance charges and other outgoings

and other deductions provided for in this Agreement) shall be paid over by the Promoters to the adhoc committee or the Proposed Organization, as the case may be. The Allottee shall pay such outgoings regularly every month in advance, by the 5th day of every English calendar month, to the Promoters and shall not withhold the same for any reason whatsoever. It is the express intention of the parties that irrespective of the fact whether the Allottee takes possession of the said Apartment or not, the Allottee shall without any dispute or objection pay and discharge his/her/their share of outgoings including all taxes levied by the MCGM, maintenance and other charges and taxes as may be applicable from the expiry of 15 days from the Promoters offering the possession of the said Apartment to the Allottee and the decision of the Promoters as regard the time, period and the proportion of the amount demanded shall be conclusive, final and binding upon the Allottee.

21. The Allottee shall on demand made by the Promoters and in any event prior to delivery of possession of the said Apartment, pay to the Promoters the following amounts, as and by way of Pre-Possession charges, the following amounts:-

Sr. No.	Particulars	Amt. in Rs.
(i)	Entrance Fees and Share Capital (non-refundable)	Rs.
(ii)	Society Formation and Registration Charges (non-refundable)	Rs.
(iii)	Installation of Electric Meter, Water Meters & Electric Sub Station in Layout (non-refundable)	Rs.
(iv)	Legal costs (non-refundable)	Rs.
(v)	Development Charges (non-refundable)	Rs.
(vi)	Deposit of proportionate shares of taxes, maintenance charges approx 12 months	Rs.
Total :		Rs.

Further the Allottee shall also pay the GST or any other taxes as applicable on above said amounts.

22. The Allottee agrees and understands that if the expenses under any of the heads mentioned above are less, then the same shall be paid by the Allottee to the Promoters as and when called upon by the Promoters. The Allottee agrees and understands that the Promoters shall not be called upon to render any account in respect of the amounts mentioned at Serial Nos. (i), (ii), (iii), (iv) & (v) above.

23. The Promoters shall open and maintain a separate maintenance account in respect of sums received by the Promoters from the purchasers/allottees as expendable deposit being the amount mentioned at Serial No.(vi) above, which the Promoters shall be entitled to utilize for the payment of the Allottee's proportionate share of taxes, maintenance charges, outgoings and other charges/levies.

24. At the time of execution and registration of the aforesaid deed/s or document/s of Conveyance/Lease of the said Property/part thereof and the Common areas described in the Sixth Schedule hereunder written and the said Building (subject to the rights of the purchasers/allottees of apartments in the said Building), to the Proposed Organization, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the Proposed Organization or Apex Body, as the case may be, on such Conveyance/Lease or any such document or instrument of transfer.

25. The Promoters and the Owners shall if necessary, become members of the Proposed Organization in respect of their respective rights and benefits/the unsold Apartments and the Promoters and the Owners shall be responsible for the payment of the proportionate municipal taxes in respect of their respective apartments which are unsold. If the Promoters

and/or the Owners assign and dispose off such rights and benefits and units at any time to anybody, the assignee, transferee and/or the purchasers thereof shall become the member/s of the Proposed Organization in respect of the said rights and benefits and apartments. The Allottee hereby agrees and undertakes not to raise any objection or requisition to admit such assignee or transferee as the member of the Proposed Organization and the Proposed Organization and/or its Members shall not levy any transfer fee or charges under any nomenclature upon the Promoters and/or the Owners and/or on any of their respective assignees or transferees, except membership fees and share money.

26. (a) The Promoters have represented to the Allottee that one (1) Smt. Asgari Abdul Jabbar Khan, & (2) Mr. Muhammad Firoz Abdul Jabbar Khan, claiming to be in use, occupation possession and enjoyment of the First Property, have filed the following Suits in the Bombay City Civil Court at Dindoshi, Borivali Division, Goregaon, against the following parties (which include some of the Owners). The said Plaintiffs have in all the said Suits inter *alia* prayed for an order and declaration that the Power of Attorney dated 20.08.1986 (“**POA**”) executed by one Abdul Jabbar Abdul Rehman Khan in favour of Haji Mohamed Hanif Sorathia is forged, fabricated and colourable document and that the Deeds of Assignment (of various dates in the year 2002 mentioned in each Suit), in respect of portions of the First Property, each portion admeasuring 459.41 square meters, executed by Haji Mohamed Hanif Sorathia (being the Defendant No. 2 in all the Suits), on the basis of the said POA, in favour of the Defendant No. 1 of each Suit, are illegal and that the same be quashed and set aside. The said Suits are pending hearing and final disposal, and till date no adverse Orders have been passed in any of the said Suits. The details of the Suit Numbers, names of the

Defendants and the dates of the various Deeds of Assignment, are contained in the Table hereinbelow:-

Sr. No.	Suit No.	Defendants	Date of Deed of Assignment
1.	S. C. Suit No. 751 of 2013	(1) Sayra V. Chunawala, (2) Haji Mohamed Hanif Sorathia	26.12.2002
2.	S. C. Suit No. 752 of 2013	(1) M/s. Janan Builders, (2) Haji Mohamed Hanif Sorathia	17.12.2002
3.	S. C. Suit No. 773 of 2013	(1) Daud A. Chunawala, (2) Haji Mohamed Hanif Sorathia	17.12.2002
4.	S. C. Suit No. 774 of 2013	(1) Abubakar A. Sorathia, (2) Haji Mohamed Hanif Sorathia	20.12.2002
5.	S. C. Suit No. 775 of 2013	(1) Hurabai Daud Chunawala, (2) Haji Mohamed Hanif Sorathia	01.11.2002
6.	S. C. Suit No. 776 of 2013	(1) Noorjahan Abubakar Sorathia, (2) Haji Mohamed Hanif Sorathia	26.12.2002
7.	S. C. Suit No. 777 of 2013	(1) Jawed Daud Chunawala, (2) Haji Mohamed Hanif Sorathia	17.12.2002
8.	S. C. Suit No. 778 of 2013	(1) Jahida J. Chunawala, (2) Haji Mohamed Hanif Sorathia	18.12.2002
9.	S. C. Suit No. 779 of 2013	(1) Jakaria A. Sorathia, (2) Haji Mohamed Hanif Sorathia	20.12.2002
10.	S. C. Suit No. 780 of 2013	(1) Yashmin S. Sorathia, (2) Haji Mohamed Hanif Sorathia	26.12.2002
11.	S. C. Suit No. 781 of 2013	(1) Ashma J. Sorathia, (2) Haji Mohamed Hanif Sorathia	20.12.2002
12.	S. C. Suit No. 782 of 2013	(1) Farida A. Sorathia, (2) Haji Mohamed Hanif Sorathia	18.12.2002
13.	S. C. Suit No. 783 of 2013	(1) Siraj A. Sorathia, (2) Haji Mohamed Hanif Sorathia	21.12.2002

(b) The said (1) Smt. Asgari Abdul Jabbar Khan, & (2) Mr. Muhammad Firoz Abdul Jabbar Khan, claiming to be in use, occupation possession and enjoyment of the First Property, had filed a Suit being Suit No. 2208 of 2013 in the Bombay City Civil Court at Dindoshi, Borivali Division, Goregaon, against (1) Juned Daud Chunawala and (2) Haji Mohamed Hanif Sorathia, inter *alia* for an order and declaration that the said POA is forged, fabricated and colourable document and that the Deed of Assignment dated 26.12.2002 in respect of portion of the First Property admeasuring 459.41 square meters, executed by Defendant No. 2 (on basis of the said POA)

in favour of Defendant No. 1 is illegal and that the same be quashed and set aside. The said Suit has been dismissed by Order dated 10th November, 2017.

27. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

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

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

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

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Deed of Conveyance/Lease as aforesaid, in favour of the Proposed Organization or Apex body as the case may be, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building described in the Sixth Schedule hereunder written in favour of the Proposed Organization or Apex body as the case may be;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

28. The terraces above the top floor of the said Building shall belong to the Proposed Organization to be formed of the holders of premises in the said Building and its use shall be as regulated by the Proposed Organization.

29. The Allottee himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters as follows:-

i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the Allottee is notified to take possession of the said Apartment and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated, staircase or any passages, which may be against the rules, regulations or bye-laws of SRA/concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the SRA/local authorities, if required.

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of SRA/the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to SRA/the concerned local authority and/or other public authorities.

iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor close the Verandahs or lounge or balconies nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the walls and portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Proposed Organization. In case there shall be any damage to the adjoining or neighbouring flats/units or to the flats/units situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) on account of any alterations made by the Allottee in the said Apartment (whether such alterations are permitted by the Promoters, the Proposed

Organization and/or concerned Authorities or not) the Allottee shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages);

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land/the said Property or part thereof, and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land/the said Property or part thereof and/or the said Building in which the Apartment is situated. The Allottee shall not keep any goods or belongings outside the said Apartment or in any other part of the said Building and/or the project land and/or the said Property or part thereof;

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by SRA/the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

ix. The Allottee shall not let, sub-let, under-let, transfer, assign, sell, convey, gift, exchange, give on leave and licence, mortgage, charge or in any way encumber or deal with or dispose off or part with the Allottee's interest or benefit factor of this Agreement and/or in the said Apartment and/or part with the possession of the said Apartment or any part thereof

until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of, breach of or non-observance of any of the terms and conditions of this Agreement and only after he/she/they obtain/s previous consent in writing of the Promoters to such transfer of the Allottee's interest and such transfer shall be only in favour of the transferee as may be approved by the Promoters, Provided however, that for the purpose of performing the obligations arising out of this agreement and for payment of the consideration monies in respect of the said Apartment to the Promoters, if the Allottee intends to borrow loan from any financial institution, bank and/or his/her/their employer on the security of the said Apartment, then in that case the Allottee can give the said Apartment as security by obtaining prior written consent from the Promoters.

x. The Allottee shall observe and perform all the terms and conditions and covenants contained in this Agreement and all the rules and regulations which the Proposed Organization and Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the SRA/concerned local authority and of Government and other public bodies and shall attend to, answer and be responsible for all actions and violations of all the terms and conditions, covenants, rules and bye-laws and shall keep the Promoters indemnified against any breach thereof by the Allottee. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Proposed Organization and the Apex Body regarding the occupancy and use of the said Apartment in the said Building

and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till the completion of the Project of development in respect of the said Building in which the said Apartment is situated, and the development of the entire proposed Scheme as envisaged by the Promoters, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building, the project land or any part thereof and the said Property or part thereof to view and examine the state and condition thereof and for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and the other buildings on the said Property and also for purpose of laying down, maintaining, repairing and also for purpose of cutting off essential services including water supply to or any of the apartments, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.,;

xii. The Allottee shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Building and/or the project land and/or the said Property and/or part thereof, which is or may, or which in the opinion of the Promoters, is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats/premises/units or the neighbourhood and the Allottee shall forthwith remove the same on being called upon to do so by the Promoters/the Proposed Organization/the Apex Body, and in the event the Allottee fails to remove

the said obstruction/nuisance it may be removed by the Promoters at the costs, risk and consequences of the Allottee, provided always that the Promoters shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats/premises of the proposed said Building and the other buildings to be constructed on the said Property, and the Allottee shall not hold the Promoters so liable.

xiii. The Allottee shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the said Apartment or any part of the said Building or the project land or any part thereof or any other building to be constructed on the said Property or the said Property or any part thereof nor shall he/she/they do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupants of the said Building or any other proposed building to be constructed on the said Property and/or to the Promoters or to the occupants of neighboring property nor use or permit to be used the said Apartment for any illegal or immoral or unlawful purpose. The space provided for the entrance of the said Building shall be used as entrance only and the Allottee shall not use the same in any other way except for entering the said Building.

xiv. The Allottee shall not any point of time demand partition of his/her/their interest in the project land and/or the said building. It is hereby agreed and declared by the Allottee that his/her/their interest in the said Apartment and the said Building is impartible and it is agreed that the Promoters shall not be liable to execute any other document in respect of the said Apartment in favour of the Allottee;

xv. The Allottee shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Apartment and/or the said Building and/or the project land and/or the said Property and/or the buildings to be constructed thereon nor litter or permit any littering in the common areas or around the said Apartment and/or the said Building and/or the project land and/or the said Property and/or the buildings to be constructed thereon, and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Apartment and the said Building to the requirement and satisfaction of the Promoters and relevant government and statutory authorities;

xvi. The Allottee shall not do either by himself/herself/themselves or any person claiming through the Allottee anything which may or is likely to endanger or damage said Building or any part thereof or the other Buildings/Wings to be constructed on the said Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees, if any, and the installations for providing facilities in the said Property and the Buildings/Wings (including the said Building) to be constructed thereon. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound, gate, or any other facility to be provided in the said Building and the other Buildings/Wings to be constructed on the said Property;

xvii. The Allottee shall not display at any place in or upon the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area

therein or in any other place or on the window, doors and corridors of the said Building.

xviii. Not to put the Signage Board and/or Name Plate in common areas of the said Building/project land/said Property and/or at place of the external surface of the said Building or any other Buildings/Wings to be constructed on the said Property, save and except at the place explicitly provided by the Promoters;

xix. The Allottee undertakes to install air-conditioner/s in the said Apartment, only in the space defined/identified by the Promoters for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters, in respect of the same;

xx. Not to shift or alter the position of either the kitchen, the water drain piped system or the toilets which would affect the drainage system of the said Building in any manner whatsoever;

xxi. Not to change alter or modify the lift landings and lift lobbies outside the said Apartment or any part/s thereof;

xxii. Not to fix any television or wireless mast or aerial or dish antenna from outside of window or exterior wall of the said Apartment or at any place which may affect the exterior façade or elevation of the said Building in any manner whatsoever;

xxiii. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Apartment;

xxiv. The Allottee is aware and hereby confirms that as per the Layout, the Promoters will be required to handover/surrender to the concerned authority public roads (reserved

portions) and the same shall be required to be utilized as per the terms of the applicable laws.

30. (a) The Promoters hereby specifically inform and represent to the Allottee herein and the other purchasers and acquirers, that the plans of the said Building have been approved by the SRA with deficiency in the open space in and around the said Building and Parking Deficiency for which premium is paid by the Promoters. The Allottee also agrees that the Allottee shall not misuse the ornamental projections, if any, of the said Building and neither shall the Allottee object to the development of the neighbouring plot with deficiency in open spaces or AVS.

(b) The Promoters have disclosed to the Allottee the Undertakings which have been executed by them in favour of SRA/Municipal Corporation of Greater Mumbai and the Allottee hereby confirms that he/she/they is aware of the contents thereof and hereby agrees that the same is binding on the Allottee.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the project land or the said Property or the Sale Portion or part thereof and the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them upon the Allottee complying with the terms herein contained, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, compound, common areas and facilities will remain the property of the Promoters until the completion of the proposed Scheme and the transfer of the said Building to the Proposed Organization/the Apex Body, as the case may be, but subject to the rights of the Promoters as mentioned herein.

32. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment. Provided that the Promoters shall even after execution hereof be entitled to borrow funds and avail of project finance facility/loan against the security of the project land or the said Property or part thereof/some of the apartments in the Sale Buildings (including the said Building), borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off their right, title and interest or part thereof in the project land or the said Property or part thereof and some of the apartments in the Sale Buildings (including the said Building) to any person or persons as they deem fit, however, such borrowings and dealing with shall be subject to the rights of the Allottee in respect of the said Apartment hereby agreed to be sold to the Allottee. The Allottee shall in no manner take any objection to the same and gives his/her/their irrevocable consent for the same. The loans that may be borrowed by the Promoters shall be on principal to principal basis and shall not affect the right of the Allottee in respect of the said Apartment hereby agreed to be sold to the Allottee.

33. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30

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

34. ENTIRE AGREEMENT

The Allottee hereby expressly admits that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoters and/or their agents to the Allottee and/or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee to enter into this Agreement. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, documents, brochures, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

35. RIGHT TO AMEND

This Agreement or any provision hereof cannot be orally changed, terminated or waived. This Agreement may only be amended through written consent of the Parties. Any changes, amendments, alterations, modifications or additional provisions must be set forth in writing in a separate agreement duly signed by both the parties expressly recording such intention and agreement between the parties.

36. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters hereunder.

37. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

38. The Allottee has confirmed and assured the Promoters that prior to entering into this Agreement he/she/they has read and understood the applicable law and its implications thereof in relation to the various provisions of this Agreement.

39. In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee for acquiring the said Apartment, the Promoters shall in no way whatsoever be responsible or liable

thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoters for the said Apartment. Further the Allottee undertakes to indemnify and hold the Promoters free and harmless from and against any or all liabilities and expenses in this connection.

40. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

41. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the Project/proposed Scheme, as may be determined by the Promoters.

42. 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.

43. PLACE OF EXECUTION

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

44. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post AD and notified Email ID at their respective addresses specified below:

Name of the Promoters : **M/S. CHANDIWALA ENTERPRISES**

Promoters' Address : 222/A, AL-Moonaz Arcade, 1st Floor,
Opp. Post Office, S. V. Road, Andheri
(West), Mumbai - 400 058.

Notified Email ID : info@chandiwalagroup.com

Telephone Nos. : 022 26288813 / 022 26282434

Name of Allottee :

Allottee's Address :

Notified Email ID :

Telephone Nos. :

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

45. JOINT ALLOTTEES

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

46. Stamp Duty and Registration: The charges towards stamp duty and Registration and all other incidental costs, charges, outgoings and expenses including penalty, if any, payable in respect of this Agreement and on any document executed in pursuance hereof shall be borne by the Allottee. The Allottee shall also pay the proportionate stamp duty and registration charges on the Deed of Conveyance/Lease or any document or instrument of transfer in respect of the Sale Portion and the said Building, to be executed in favour of the Proposed Organization and the Apex Body.

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

48. GOVERNING LAW

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

49. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act, No. XV of 1971) and the rules made thereunder.

50. The PAN of the parties is as follows:

Sr. No.	NAME	PAN NO.
1.	M/S. CHANDIWALA ENTERPRISES	AACFC6522F
2.		
3.		

IN WITNESS WHEREOF the Parties hereinabove have set and subscribed their respective hands and seals to this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the First Property)

ALL THAT piece or parcel of land or ground situate, lying and being at Kondivita, Andheri (East), Mumbai, bearing Survey No. 20, Hissa No. 1, 3 and 5 and CTS Nos. 57 (Part) and 58 in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 5513 square meters as per registered documents and admeasuring 5436.8 square meters as per Property Register Card.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Second Property)

ALL THAT piece or parcel of land or ground situate, lying and being at Kondivita, Andheri (East), Mumbai, bearing Survey No. 20, Hissa No. 4 and bearing CTS No. 57 admeasuring 2060.70 square meters or thereabouts, Survey No. 20, Hissa No. 6 and bearing CTS No. 100, admeasuring 423.60 square meters or thereabouts as per registered documents and admeasuring 301.6 square meters as per Property Register Card, and admeasuring in the aggregate 2484.30 square meters or thereabouts, in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Third Property)

ALL THAT piece or parcel of land or ground situate, lying and being at Kondivita, Andheri (East), Mumbai, bearing CTS No. 55/2 of Village Kondivita Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 98.25 square meters or thereabouts and bounded as follows:-

On or towards the East	: By 13.40 meters wide D. P. Road;
On or towards the West	: By Property bearing CTS No. 57 (Part);
On or towards the South	: By Property bearing CTS No. 55 (3);
On or towards the North	: By Property bearing CTS No. 55/2 (Part).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the project land)

ALL THAT piece or parcel of land or ground situate, lying and being at Kondivita, Andheri (East), Mumbai, admeasuring 1926.42 square meters or thereabouts forming part of land bearing CTS Nos. 57, 58 and 100, in the Revenue Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of the said Apartment)

ALL THAT the Apartment bearing Flat No. ____ in the Wing ____ admeasuring _____ sq. ft. (i.e. _____ sq. Meters) Carpet Area on the ____ Floor, in the Sale Building No. 4, known as “**PEARL HEAVEN IV**” being constructed on the project land described in the Fourth Schedule hereinabove written in the said Building.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

(i) Entrance lobby of the Building.

- (ii) Staircases of the Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping
- (iii) Lifts, lift spaces, lift room, lobbies.
- (iv) The landing is limited for the use of the residents of the flats/units/premises located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- (v) Refuge Areas.
- (vi) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- (vii) One number of underground water tank of adequate capacity with water pumps/motors connected with overhead water tanks and overhead water tanks.
- (viii) Gate, compound wall/Grill, podium (other than the portions given for parking).
- (ix) Society office, in accordance with the permissions that may be granted by the Municipal Authorities.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
RESTRICTED AREAS AND FACILITIES

- (i) Terraces adjacent to the units shall belong to the acquirer of such units and they shall have exclusive right to use, occupy, enjoy and possess the same.
- (ii) All areas not covered under “common areas and facilities” including open spaces, terraces, parking spaces are restricted area and facilities and the Promoters has/ have absolute right to dispose off the same to any person/s in the manner the Promoters deem fit and proper.

SIGNED AND DELIVERED by the]
 within named **"THE PROMOTORS"**]
M/S. CHANDIWALA ENTERPRISES]
 through its authorized Partner]
MR. _____]
 in the presence of]

WITNESSES:

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

SIGNED AND DELIVERED by the]
 within named **"THE ALLOTTEE"**]
 _____]
 in the presence of.]

WITNESSES:

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

ANNEXURE - K

- 1.** Vitrified flooring with skirting in all the rooms.
- 2.** Granite top kitchen platform with tiles in kitchen.
- 3.** Designer tiled Bathroom/WC with concealed plumbing, Jaguar fitting, best quality sanitary fixtures.
- 4.** Designer moulded entrance door along with all internal doors.
- 5.** Internal door teak wood moulded veneer finish with fixture.
- 6.** Concealed best quality copper wiring and best quality modular type switches and fixtures including ELCB/ MCB.
- 7.** Anodized or powder coated aluminum sliding window with clear or tinted glass.
- 8.** POP finish plaster (Internally) with plastics paint.
- 9.** Tube light & ceiling fan for all rooms including kitchen.
- 10.** Aesthetical designed elevation with external sand faced plaster and acrylic based external paint.
- 11.** Decorative lobby will be provided.
- 12.** Automatic name brand lifts.