

Ward No. :
Village : Gandhare
Apartment area : _____ sq. meters (carpet)
Mkt. Value : Rs. _____
Actual Value : Rs. _____
Stamp Value : Rs. _____

AGREEMENT FOR SALE

This Agreement made at **Kalyan**
on this ____ day of _____ 2023

BETWEEN

M/S. WESTERN ARCH COMPANY, a partnership firm, registered under the Indian partnership Act, 1932, having its office at. Sai Kunj, Sai Park, Shivaji Path, Kalyan (W) 421301, Dist. Thane, through its partner, Shri Jay Prakash Thakkar, aged about _____ years, Occ – Business, hereinafter called and referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include it's Partner/s for the time being of the said partnership firm, the survivor/s of them and their heirs, successors, survivors, executors, administrators, surviving partner/s, and assigns) being the Party of the First Part

AND

aged about _____ years, occupation _____ residing at _____

hereinafter called and referred to as the **“ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Chandresh Galaxy A, B, C, D Building Co-operative Housing Society Ltd., is seized and possessed of otherwise well and sufficiently entitled to all those pieces and parcels of land bearing Survey no. 36 Hissa no.3/2, area adm. 1660 sq. mtrs. [hereinafter for the sake of brevity called and referred as the property no. 1] and Survey no. 36 Hissa no. 5, area adm. 880 sq. mtrs. [hereinafter for the sake of brevity called and referred as the property no. 2], corresponding CTS no. 130 an area adm. 147.28 sq mtr, CTS no 137, an area adm. 350.66 sq mtr, CTS no 138 an area adm. 1579.85 sq mtr and CTS no 139, an area adm. 366.06 sq mtr, Total area adm. 2443.80 sq mtr lying, being and situate at Village Gandhare, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation. [hereinafter for the sake of brevity the “property no. 1” and “property 2” are collectively called and referred as the “said property” and individually as property no. 1 and property no.2]

AND WHEREAS by and under Conveyance Deed dated 21.04.2011, registered in the office of Sub-Registrar of Assurances, Kalyan - 2 at serial no. 04062/2011 on even date, Shri Raghunath Dharma Jadhav through his Power of Attorney Holder M/s. Shankheshwar Constructions Pvt. Ltd. Company through its authorized representative Shri Dinesh S. Mehta, as Party of Second Part, Narayan Govind Mirkute through his Power of Attorney Holder M/s. Shankheshwar Constructions Pvt. Ltd. Company through its authorized representative Shri Dinesh S. Mehta as Party of Third Part with confirmation of M/s. Shankheshwar Constructions Pvt. Ltd., through its authorized representative Shri Dinesh S. Mehta as Confirming Party/ Party of the Fourth Part therein have sold, transferred and conveyed an area adm. 2225.28 sq. mtrs of Survey no. 36, Hissa no.3/2 and Survey no. 36, Hissa No.5 consisting of 64 tenement of Building A,B,C and D of the society known as Chandresh Galaxy (A,B,C,D) CHS Ltd unto Chandresh Galaxy (A,B,C,D) CHS Ltd through its Chairman Shri Namdev Waman Harad and others.

AND WHEREAS in pursuant to the aforesaid Conveyance deed, the name of the Chandresh Galaxy A, B, C, D Building Co-operative Housing Society Ltd has been mutated in the records of the rights of the said property vide mutation entry no. 1339 in respect of said property.

AND WHEREAS the building in the name and style as “Chandresh Galaxy A, B, C, D Building Co-operative Housing Society Ltd” standing on the said property was very old and required heavy repairs and therefore the members of the said society decided to redevelop the said property by demolishing the existing building.

AND WHEREAS after following the directions given to Co-operative Housing Societies in Maharashtra State u/s. 79(A) of the Maharashtra State Co-operative Societies Act, 1960, the Deputy Registrar Co-operative Societies, Kalyan Taluka, Kalyan vide its letter dated 15/12/2021 has given no-objection to enter into an agreement with Promoters herein who has been selected by the members of Chandresh Galaxy A, B, C, D Building Co-operative Housing Society Ltd for re-development of the said property unto the Promoters hereto.

AND WHEREAS by and under Development Agreement dated 27.09.2022, registered in the office of Sub-Registrar of Assurance Kalyan - 2 at serial no. 21990/2022 on 29.09.2022, Chandresh Galaxy A,B,C,D CHS Ltd., through its Chairman, Secretary, Treasurer and other society members have granted development rights of an area adm. 0H-13R-00P out of total area adm. 0H-21R-40P including pot kharaba adm. 0H-03R-60P of Survey no. 36, Hissa no.3/2 and Survey no. 35, Hissa no. 5, area adm. 0H-07R-80P plus pot Kharaba adm. 0H-01R-00P totally adm. 2540 sq. mtrs., land on building known as Chandresh Galaxy A,B,C,D CHS Ltd consisting of 64 tenements both lying, being and situate at Village Gandhare, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation to Western Arch Company through its partners on such terms, condition and consideration mentioned therein.(hereinafter for the sake of brevity called and referred to as said property) more particularly described in First Schedule hereunder.

AND WHEREAS Chandresh Galaxy A,B,C,D CHS Ltd., through its Chairman, Secretary, Treasurer and other society members have also executed Power of Attorney dated 27.09.2022, registered in the office of Sub-Registrar of Assurance Kalyan - 2 at serial no. 22024/2022 on 29/09/2022, in favour of partners of Western Arch Company to do all such acts, deeds and things set out therein.

AND WHEREAS the Promoters have registered the said project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure F.

AND WHEREAS the Promoters have appointed a structural engineer for the preparation of the structural design and drawing of the buildings and the Promoters accepts the professional supervision of the Architect and the structural engineers till the completion of the building / buildings

AND WHEREAS by virtue of Development Agreement/ Power of Attorney the promoter has sole and exclusive right to sell Apartments in the said building/s to be constructed by the promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartment to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters has given inspection to the Allottee/s of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Promoter's Architect _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the Said property on which the Apartments are constructed have been annexed hereto and marked as **Annexure A and B** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure D**.

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

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

AND WHEREAS the promoter has accordingly commenced construction of the said building/ s in accordance with the said proposed plans.

AND WHEREAS the allottee has applied to the Promoters for allotment of an Apartment bearing number _____ on the _____ floor in the building known as _____ in the Complex known as "_____".

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS , the promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at _____ no _____ ;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoters hereby agree to sell and the Allottee/s hereby agree/s to purchase the said Apartment and/or the garage/covered parking at or for the consideration and on ownership basis in the manner appearing hereinafter.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Building/s (hereinafter referred to as "the Said Plans").

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

1. The Promoters shall construct the buildings consisting of **Stilt and 21 Upper floors** on the project land in accordance with the plans, designs and specifications as approved by the Kalyan Dombivli Municipal Corporation 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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Apartment No. of carpet area admeasuring sq. meters along with Balcony of _____ sq mtrs on floor in the Building known as “_____” (hereinafter referred to as "the Apartment") as described in Schedule “A” written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) C-1 and C-2 for the consideration of Rs. [Rupees _____]

(ii) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s covered parking spaces bearing No _____ situated at _____ Basement and / or stilt and or _____ podium and / or _____ mechanical and / or tower/ puzzle parking _____ being constructed in the layout for the consideration of Rs. _____/-.

1 b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____
_____/-.

The said consideration amount is subject to deduction of Tax Deducted at Source (TDS) @ 1% or any other applicable rate as per the provisions of the Income Tax Act, 1961 to be paid by the Allotee/s to the Promoters in the manner mentioned hereinafter. The Allotee/s shall be liable and obliged to deposit the amount of TDS so deducted to the credit of the Promoters with the income-tax department, simultaneously, on the same date when amount of TDS is deducted by the Allotee/s and the Allotee/s shall immediately provide proof of deposits of the amount of TDS to the Promoters. The Allotee/s shall also be liable and obliged to provide TDS certificate to the Promoters within 15 (Fifteen) days from the date on which the amount of TDS is deducted by the Allotee/s failing which the Promoters shall have an unpaid vendors lien on the said Apartment for amount of TDS which are deducted and for which TDS Certificate is not provided by the Allotee/s. Provided further that at the time of handing over the possession of Apartment, if any, such certificate is not produced, the Allotee/s shall pay equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allotee/s producing such certificate within **1 (one)** month of the handing over the possession of Apartment.

1 .(c) The Allotee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as an earnest money and hereby agrees to pay to that Promoters the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs. _____/- (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs. _____/- (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- to be paid to the Promoters on completion of the 3rd Slab of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- to be paid to the Promoters on completion of the 6th Slab of the building or wing in which the said Apartment is located.

- v. Amount of Rs. _____/- to be paid to the Promoters on completion of the 9th Slab of the building or wing in which the said Apartment is located.
- vi. Amount of Rs. _____/- to be paid to the Promoters on completion of the 12th Slab of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. _____/- to be paid to the Promoters on completion of the 15th Slab of the building or wing in which the said Apartment is located.
- viii. Amount of Rs. _____/- to be paid to the Promoters on completion of the 18th Slab of the building or wing in which the said Apartment is located.
- ix. Amount of Rs. _____/- to be paid to the Promoters on completion of the 21st Slab of the building or wing in which the said Apartment is located.
- x. Amount of Rs. _____/- (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the 22nd Slab including podium and stilts of the building or wing in which the said Apartment is located.
- xi. Amount of Rs. _____/- (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- xii. Amount of Rs. _____/- (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Apartment.
- xiii. Amount of Rs. _____/- (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xiv. Amount of Rs. _____/- (not exceeding 95% of the total consideration) 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 appertain and all other requirements as may be prescribed in the

Agreement of sale of the building or wing in which the said Apartment is located.

- xv. Balance Amount of Rs. _____/- at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) and any sums or amounts and is further excluding *inter-alia* contribution or premiums of any nature whatsoever as/are or may be applicable and/or payable hereunder or in respect of the Apartment or otherwise, now or in future. The Allottee/s confirms and agrees that contribution and all sums, taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Allottee/s and the Allottee/s agrees to pay the same when due or demanded, without any demur, objection or set off up to the date of handing over the possession of the Apartment.

The transaction covered by this contract at present attracts GST. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for any other tax by whatever name called in connection with this transaction are liable to be tax, as the case may be is liable for such transaction the same shall be payable by the Allottee along with the other Allottees of the building on demand at any time.

- 1 (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 competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1 (f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
 - 1 (g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) of this agreement.
 - 1 (h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 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 Apartment to the Allottee and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 4(c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the said property is **5746.27 square meters** only and Promoters has planned to utilize Floor Space Index ofincluding, by availing of TDR or FSI available on payment of premiums, Basic FSI, Premium FSI, Ancillary FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the Unified Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and 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 proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

3.1 The Promoters has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the Promoters have acquire development rights in respect of the adjoining properties and that, the Promoters shall at their option/ liberty be entitled to amalgamate the said adjoining properties with the said property forming part of Larger Property for development and may construct one or more buildings on such amalgamated Property / plot of land and shall consume the FSI in any building within the amalgamated property / larger property as per the plans and permissions sanctioned by the concerned authorities and permissible by the Development Control Rules and shall be entitled to grant Road/right of way to the adjacent property, easement right from

the said property and the Allottee/s herein is/are well aware and informed about the same.

3.2 The Promoters has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the adjoining Society "SAI PRAKASH Co-op Hsg Soc" is already having right of way from the said property and the Allottee/s herein is/are well aware and informed about the same.

4.1 If the Promoters fails to abide by the time schedule for completing the said Project and handing over the Apartment to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

(Explanation: Rate of interest payable by promoter to allottees or by allottees to the promoters shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 percent.

In case State Bank of India highest Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public.)

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and / or mail at the e-mail address provided by the Allottee, of his 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, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to ___% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable 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. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Apartment as are set out in Annexure E, annexed hereto.

6 The Promoters shall give possession of the Apartment to the Allottee on or before _____ day of 20....., If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate in the manner mentioned in the Clause 7.1 hereinabove 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- a. War, civil, commotion or act of God
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court

7.1 **Procedure for taking possession** - The Promoters, upon obtaining the completion certificate / occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 months (Three months from the date of issue of such notice) and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes 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 maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoters as per clause 10.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 10.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its 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 Act.

Provided after receiving of the Apartments from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottees and the Allottees alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottees shall not carry out any alterations of the whatsoever nature in the said apartments and specifically the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc., or in the fitting, therein, in particular it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

8 The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the use of the said Apartment without prior consent in writing of the Promoters and any unauthorized change of use by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

9 The Allottee along with other allottee(s) of Apartments in the building shall become the member of Chandresh Galaxy A, B, C, D Building Co-operative Housing Society Ltd., and abide by the byelaws of the Society 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 becoming the members of the Society including the by Laws of the existing society and duly file in, sign and return to the Promoter / Society within Seven days of the same being forwarded by the promoter/ society to the Allottee. No objection shall be taken by the Allottee , if any, changes or modifications are made as may be required by the Registrar of Co operative

Societies or Registrar of Companies as the case may be , or any other Competent Authority

Or

The Allottee along with other allottee(s) of Apartments and existing members of the Society in the building shall join in forming and registering the Society or Association, if any to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. 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, as the case may be, or any other Competent Authority.

- 9.1. The Promoter shall submit the application to the Registrar for formation and registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity under the relevant laws within three months from the date on which fifty one per cent of the total number of allottees in such a building or a wing, have booked their apartment.
- 9.2. The Promoters shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society or Association all the right, title and the interest of the Promoters in the said structure/ common structure of the Building or wing in which the said Apartment is situated.
- 9.3. Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said property/Balance property and Building/s namely property taxes, betterment charges or such other levies by the

concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society or Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____/- per month towards the maintenance only. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be.

10 The Allottee/s shall on or before delivery of possession of the said premises pay to the promoter the following amounts :-

- i. Rs _____/- towards lumpsum amount of legal charges for this agreement
- ii. Rs. _____/- towards share money, application and entrance fee of the Society or Limited Company/ Federation/ Apex Body
- iii. Rs _____ for proportionate share of taxes and other charges / levies in respect of the Society or Limited Company/ Federation/ Apex Body
- iv. Rs _____ for deposit towards Provisional monthly contributions towards outgoings of Society or Limited Company/ Federation/ Apex Body
- v. Rs. _____/- towards of Electric Meter connection and Water Meters connection charges ;
- vi. Rs _____/- towards infrastructure / development charges
- vii. Rs _____/- towards electrical receiving and Sub station provided in Layout

11. The Allottee shall pay to the promoter a sum of Rs _____ for

meeting all legal cost, charges and expenses including professional cost of the Attorney -at – Law/Advocate of the Promoter in connection with formation of the said Society or Limited Company, or Apex body or Federation and for preparing its rules, regulations and by laws and cost of preparing and engrossing the Conveyance or Assignment of Lease.

12 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

- i. The Promoters has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has 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;
- iv. There are no litigations pending before any Court of law with respect to the said property;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said buildings 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, said property and said buildings shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;
- vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. 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;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

13. The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme of Construction envisaged by the Promoters:

a) The Promoters intend to and are developing the said property by constructing multi storied building in the project to be known as “_____”;

b) That, if in future any FSI is permitted to be utilized on the said Property in accordance with the applicable law , the same shall inure for the benefit of the Promoters alone. If the FSI in respect of the said property/ Balance Property/ adjacent property/Larger Property is increased by the Sanctioning Authorities and/or additional construction is possible on the said property/ Balance Property/ adjacent property/Larger Property on account of transfer of development rights, Premium FSI, Incentive FSI ; available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, the Promoters alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans and sell the same to prospective purchasers and appropriate the sale proceeds. The Promoters will be entitled to utilize any F.S.I., TDR, premium and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law /any Act etc. in respect of the Balance Property/ Larger Property or any part thereof or any adjoining property or properties as the case may be and continue development till

the benefit is fully utilized by the Promoters directly or indirectly after obtaining prior consent of the Allottee/s.

c) To construct a substation room in the said property/Balance Property/Larger property/Adjacent property and the Promoters shall execute a Deed of Lease/Sublease with the concerned organization in this connection as may be required which includes construction of the electric substation and its structures and allied constructions, room/s pipes and boxes electric meters, cables, connections etc.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

14 The Allottee/s or himself/herself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

- a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected 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 building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g) Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

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

- i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- j) The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) It is also understood and agreed by and between the parties hereto that the open terrace, E.P, A.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the Apartments in the said building, if any, shall be exclusively to the respective Allottees of the said Apartments and the same are intended for the exclusive use of the respective Apartments Allottees as shown in the Floor Plan.
- l) To obtain prior permission of the Promoters and/or the Society, as the case may be, if the Allottee/s wants to affix/install grills to the windows of the Apartment, or grill/s or safety door/s to the main door of the Apartment, and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Promoters and/or the Society, as the case may be, in that regard.

15 Not to demand partition of the Allottee/s interest in the said property/Balance Property/Larger property/adjacent property, it being expressly agreed, understood and confirmed by the Allottee/s that the Allottee/s interest therein is not partitionable and not to demand any sub-division of the said property/Balance

Property/Larger property/adjacent property or the layout project or the Project or any part thereof.

16 The Allottee/s hereby are made aware that the Promoters have acquired development rights of the adjacent/adjoining property and the promoters shall at their option/liberty develop the adjoining properties by amalgamating the same with the said property forming Larger property and grant right of way and / access to the purchasers, occupiers, visitors of the adjoining buildings and labours, contractors, carts, vehicles, for ingress and egress to the said adjoining plot/s and building from the said property and the Allottee/s or any person claiming through them shall not have right to raise any objection or dispute in respect of grant of access, right of way through the said property.

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

18 It is also agreed and understood that the Promoters will only pay the municipal tax for the unsold apartments and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said Apartment to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

19 The Allottee/s has/have seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said property / Larger property / amalgamated property and accordingly the Allottees of the premises in the said property / Larger property / amalgamated property and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

20 It is expressly agreed that the rights of the Allottee/s under this Agreement is only restricted to the Apartment agreed to be sold by the Promoters to the Allottee/s and all other premises shall be the sole property of the Promoters and the Promoters shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.

21 It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / amalgamated properties / Larger property and the Allottee herein along with the other Allottees shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties / amalgamated properties/ Larger property.

22 It is brought to the notice of the Allottee/s that the electric meters of all the Apartment premises as well as the water meters will be in the name of the Promoters herein and the Allottee/s and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

23 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoters executes this Agreement he 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 Apartment.

25 **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(s) 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 its receipt by the Allottee, 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.

26 **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

27 **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

28 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

30 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 Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

31 FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

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

33 The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

34 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 A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoters name

(Promoters Address)

Notified Email ID: _____

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 address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

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

36 Stamp Duty and Registration: The charges towards Stamp Duty and Registration of this Agreement shall be borne by the allottee

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

38 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 Kalyan courts will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey no. 36, Hissa no.3/2, an area adm. 0H-13R-00P out of total area adm. 0H-21R-40P including pot kharaba adm. 0H-03R-60P and Survey no. 35, Hissa no. 5, area adm. 0H-07R-80P plus pot Kharaba adm. 0H-01R-00P totally adm. 2540 sq. mtrs., corresponding CTS no. 130 an area adm. 147.28 sq mtr, CTS no 137, an area adm. 350.66 sq mtr, CTS no 138 an area adm. 1579.85 sq mtr and CTS no 139, an area adm. 366.06 sq mtr, Total area adm. 2443.80 sq mtr lying, being and situate at Village Gandhare, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation land on building known as Chandresh Galaxy A,B,C,D CHS Ltd consisting of 64 tenements both lying, being and situate at Village Gandhare, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation and bounded as follows:

On or towards East	-
On or towards West	-
On or towards North	-
On or towards South	-

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named **PROMOTERS**
M/S. WESTERN ARCH COMPANY
THROUGH ITS PARTNER

SHRI JAY PRAKASH THAKKAR

SIGNED & DELIVERED

by the within named **Allottee/s**

IN PRESENCE OF WITNESS:

1. _____

2. _____

Housiey.com

SCHEDULE A

All that premises of Apartment No. of carpet area admeasuring sq. meters on and Balcony area of sq mtrs floor in the building known as _____ in the complex known as “_____”

constructed on all that piece and parcel of land bearing _____,
within the limits of Kalyan Dombivli Municipal Corporation.

ANNEXURE A

(Title Certificate)

ANNEXURE B

(Authenticated copy of the Property card or 7/12 extracts)

ANNEXURE C-1

(Authenticated copy of the plans of the layout as approved by concerned local authority)

ANNEXURE C-2

(Authenticated copy of the plans of the layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority)

ANNEXURE E

(Specifications and amenities for the apartment)

Common Amenities

1. Landscape Garden With Children`s Play area
2. Attractive Entrance Lobby
3. Branded High Speed Lift
4. C C T V Camera System
5. Society Office with Furniture
6. Intercom System
7. Security Cabin
8. Power backup for Lift and Common area
9. Fire Safety System

10. Solar Water Heating System

11. Rain Water Harvesting

Amenities

1. Flooring:

- 32'' * 32'' Vitrified Tiles in Hall, Bedroom, Kitchen and passages with 4'' Skirting.
- Ceramic tiles in Toilet with Matching Color Glazed Dado up to Ceiling Level.

2. Kitchen :

- Granite Top Platform With S.S Sink & Service Platform

3. Electrification:

- Concealed Copper Wiring with ELCB and MCB protection
- Adequate 5 A & 15A connections/ Modular switches, Plug Points etc. of reputed make viz. Anchor or equivalent.

4. Plumbing

- Fittings : Jaguar or equivalent

5. Doors:

- Main Door- T.W. Flush / French Polished with Safety Chain, Godrej Night Latch
- Granite Frames for Windows & Toilet Doors.
- Bath/ WC/ Toilet Door - Water Proof Flush/ Ply Doors with Brass C.P / Powder Coated fitting.

6. Windows:

- Anodized Aluminum French sliding windows with Float Glass and Mosquito nets
- Provision of Louvers in WC and bath

7. Paint:

- Internal wall : Oil Bound Distemper
- External Wall : Water repellent, Fungus proof 100% Acrylic paint

ANNEXURE F

(Authenticated copy of Registration certificate of the Project granted by Real Estate
Regulatory Authority)

RECEIPT

Received of and from the allottee/s above named the sum of Rs. _____ [Rupees _____] on execution of this agreement towards Earnest Money .

I say received

Promoter signature

Housiey.com