

## AGREEMENT FOR SALE

This Agreement made at \_\_\_\_\_ on this.....day of..... in the year Two Thousand and ..... between

**M/s. ANON INFRA**, PAN no. ABXFA1656J, a partnership firm registered under the Partnership Act, 1932, duly represented by its partners namely (1) Shri. Chankit Mansukh Mota and (2) Shri. Nilesh Premji Shah, having its registered office address at 703, Matruchhaya, B.P. Deshpande road, near NKGSB Bank, Naupada, Thane West, Maharashtra- 400602, hereafter referred to as **“the Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**;

and

( ..... ) having address at .....hereinafter referred to as **" the Allottee"** ( which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **Other Part**.

**WHEREAS** One Society Shri Mulund Jalaram Cooperative Housing Society Ltd is a Co-operative Society registered under Maharashtra Co-operative Societies Act, 1960, bearing Registration no. BOM/HSG/5374/1978 (**“the Society”**).

**AND WHEREAS** the said Society is in absolute and undisputed possession of and well and sufficiently entitled to land admeasuring about 836 sq. metres bearing Survey No. 1000, CTS No. 1070 of Mulund (West), Mumbai 400 080. (hereinafter referred to as the **“said Project Land”**).

**AND WHEREAS** on the said Project Land a building consisting of ground plus three (3) upper floors, in all 16 Flats in the Society with 16 (sixteen) bona fide members of the Society, was constructed. For the sake of convenience and brevity the said Project Land and the Building is jointly and collectively referred to as the **“said Property”** and more particularly described in the **First Schedule** written hereunder.

**AND WHEREAS** by virtue of a Deed of Conveyance dated 18<sup>th</sup> November, 2014, duly registered with Sub-Registrar of Assurances at Bandra, under Serial No. KRL -4/9502/2014, 18<sup>th</sup> November of 2014, M/s. Ripa Construction and Co conveyed to and in favour of the said Society alongwith all their rights, title and interest said Land, admeasuring about

836 sq. metres being part of said larger land bearing Survey No. 1000, CTS No. 1070(pt.), 1070/ 4(pt.) to 13, 15, 18, 22 to 26 and 31 to 35 in the revenue village of Mulund (West), with the said Building and structures standing thereon and by a Deed of Rectification dated 27<sup>th</sup> May 2016, registered with Sub- Registrar of Assurances, Bandra, under Serial No. KRL4-5055-2016, the Society became owner of and is absolutely seized and possessed of said Property.

**AND WHEREAS** the said Property has become old and dilapidated and the Society decided to undertake the redevelopment of the said Property by demolishing the existing Building and constructing thereon a new building and passed a resolution to that effect. It was further resolved to entrust redevelopment of the said Property to professional developers.

**AND WHEREAS** after following due procedure laid down under law, on 25<sup>th</sup> August 2022 the Society in its Special General Body Meeting it was resolved to appoint the 'M/s Anon Infra' i.e. the Promoter herein to re-develop the said Property and vide letter dated 25<sup>th</sup> August 2022 appointed the Promoter herein.

**AND WHEREAS** by and under a registered Development Agreement dated 20<sup>th</sup> September 2022, made and executed between the Society and

the Promoter of the Other Part and the members of the Society as Third party (hereinafter referred to as “**the said Development Agreement**”), the Society granted to the Promoter full and exclusive rights and permission by way of development rights to redevelop the said Property by demolishing the said Old Building and constructing new building/s on the said Project Land (hereinafter referred to as “**the New Building**”) in accordance with the terms and conditions contained in the Development Agreement. The said Development Agreement dated **20<sup>th</sup> September 2022** is duly registered with the Jt. Sub-Registrar of Assurances Mumbai Sub-urban under serial no. **KRL 19301/192/2022 vide receipt no. ADJFFF dated 15/09/2022**. The copy of Index II of the said Agreement is hereto annexed as **Annexure ‘1’**.

**AND WHEREAS** the Society has also executed a Power of Attorney Power of Attorney dated **20<sup>th</sup> September 2022** in favour of the Promoter, inter alia, to do and carry out various acts, deeds, matters and things for the purpose of the redevelopment of the said Property (hereinafter referred to as “**the Power of Attorney**”). The said Power of Attorney **dated 20<sup>th</sup> September 2022** was registered with the Jt. Sub-Registrar of Assurances Mumbai Sub-urban under serial no. **19302/38/2022, vide receipt no. 20766 dated 20<sup>th</sup> September 2022**. The Index II of Power of Attorney is hereto annexed as **Annexure ‘2’**.

**AND WHEREAS** the Promoter are entitled and enjoined upon to construct building/s on the said Project Land in accordance with the recitals hereinabove;

**AND WHEREAS** the Society is in possession of the said Project Land and the Promoter is entitled to construct the New Building thereon as per the terms of the Development Agreement ;

**AND WHEREAS** the Promoter has proposed to construct on the said Project Land one building comprising of **Ground floor plus upper floors for residential purposes, which shall be decided in due course, as per the applicable Development Control & Promotion rules and regulations 2034.**

**AND WHEREAS** the Allottee is offered an a residential apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said “**Apartment**”) in the \_\_\_\_\_ wing of the Building called ‘**Jalaram Heights**’ old name ‘**Shri Mulund Jalaram CHS Ltd**’ (herein after referred to as the said “**Building**”) being constructed by the Promoter.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect **M/s. NASA Architectural Consultants Pvt. Ltd.**

registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at (RERA) no \_\_\_\_\_; authenticated copy is attached in **Annexure '3'**;

**AND WHEREAS** the Promoter has appointed a Structural Engineer **M/s. Vinayak Chopdekar & Associates** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

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

**AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Project Land and the plans, designs and specifications prepared by the

Promoter's Architects , and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the 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 Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure '4' and '5'**, respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building/s and open spaces are proposed to be provided for on the said Project Land have been annexed hereto and marked as **Annexure 6,**

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 7**

**AND WHEREAS** the Promoter 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 Building

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the said building 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 Promoter for allotment of an **Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor situated in the building \_\_\_\_\_** being constructed on the said Project Land.

**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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

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

**AND WHEREAS**, under section 13 of the said Act the Promoter 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the residential Apartment **and stilt/mechanized/tower parking.**

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND**

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES**

**HERETO AS FOLLOWS: -**

1. The Promoter shall construct the said building/s consisting of \_\_\_\_\_ basement and ground/ stilt, /podium, and upper floors on the said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter 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 hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee a residential Apartment No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the building \_\_\_\_\_/wing (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexures 6 & 7 for the consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /-.

1(b) The total aggregate consideration amount for the apartment including one parking space is thus Rs. \_\_\_\_\_ /-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter 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 Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the

walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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.

viii. Balance Amount of Rs...../-(.....) against and 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 Promoter by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Apartment. The Allottee hereby agree/s to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the CGST / SGST when demanded by the Promoter; It is hereby further agreed that in addition to the said GST as described hereinabove, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, capital gains tax, goods and services tax and/or any other taxes, dues, duties, imposition, premium, surcharge, fees, or any other charges levied by state and/or central government (if and when made applicable), or any other tax by whatever name called (hereinafter collectively referred to as the “**said taxes**”), at the time of execution or registration of this Agreement and/or any time prior hereto and/or hereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated

hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same.

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 Promoter 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 Promoter 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 Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ \_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

*Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.*

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the 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 Promoter as well as the Allottee. The Promoter 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 allottees 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 instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by

the Promoter as provided in clause 1 (c) herein above. (“**Payment Plan**”). If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 1,000/- (Rupees One Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 5,000/- (Rupees Five Thousand only) in addition to the interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **863** square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor

Space Index of \_\_\_\_\_ as proposed to be utilized by them 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 Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI and any increase shall belong to Promoter only as per the provisions of Development Agreement.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter 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 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter 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 Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 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 Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale

consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The Promoter shall not be liable to refund any amounts paid by the Allottee towards the said taxes on the Consideration and on other amounts specified herein or to pay to the Allottee any interest, compensation, damages, costs or otherwise.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure '8'**, annexed hereto.
6. The Promoter shall **give possession** of the Apartment to the Allottee on or before **31<sup>st</sup> December 2027**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ;  
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the 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 15(fifteen days) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee 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 promotor 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 Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 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 Promoter 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 Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act. PROVIDED the allottee/s have not done any illegal structural alterations in their respective premises and also not

made any changes with respect to the original plan/ layout/ amenities/ plumbing layout as handed over by the Developer. The AMC for mechanized / tower parking shall be provided by the Developer for a period of 1 year from date of possession, as per the standard applicable clause of supplier company. The warranty shall also be as provided by the supplier.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only . He shall use the parking space only for purpose of keeping or parking vehicle.

9.1 The premises/units in the new Building to be constructed on the said Project land, shall be sold on ownership basis or allotted with a view ultimately that the allottees of all such premises/units contained in the new Building “**JALARAM HEIGHTS**” shall be admitted as members of the “**Shri Mulund Jalaram Co-operative Housing Society Limited**” a society registered under the provisions of Maharashtra Co-operative Housing Societies Act, 1961 vide **Regd. No. BOM/HSG/5374/1978** (hereinafter referred to as the “**said Society**”). The Allottee shall, from time to time, sign and execute such application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of such

Society, and duly filled in, signed and returned to the Promoter /Society within 7 (seven) days of the same being forwarded by the Promoter /Society to the Allottee so as to enable the Promoter /Society to add them as the member/s of the Society.

9.2 The Allottee and the purchasers/allottees of the other premises in the new Building joining therein, before the sale and disposal of all the premises in the new Building by the Promoter, notwithstanding, any other provisions hereof the control, management, power and authority of the Society will be subject to the overall sole authority, supervision and control of the Promoter in respect of all the matters concerning the said Property and the new Building as the case may be and particularly in respect of the unsold/ unallotted units, premises, parking spaces and terraces in the new Building and the Promoter will be absolutely entitled to deal with or allot the same in accordance with the provisions of the Development Agreement as amended from time to time, provided further, that the Purchaser/s hereby agree/s and confirm/s that since the Society is already formed and registered, the Promoter selling, dealing with, allotting or disposing off such unsold/unallotted units, premises etc., and in such an event, at the direction of the Promoter, or its allottee, transferee or purchaser of such

premises/units will be admitted as an ordinary member of the Society and without payment of any charge premium deposit fee or any additional payment (by whatever terminology called) such allottee, transferee or purchaser of such unsold/unallotted premises/unit shall not in any manner be discriminated or treated prejudicially by the Allottee or the Society.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Allottee shall pay to the Promoter/Society such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until handed over to the Society by the Promoter.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. \_\_\_\_\_ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. \_\_\_\_\_ for formation and registration 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

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(iv) Rs. \_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. \_\_\_\_\_ For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of **Rs.** \_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter and other charges.

12. The Allottee shall pay and reimburse to the Promoter, such amounts, if any, that may be paid to or deposited with the Maharashtra State Electricity Board or any other electricity generation entity or Mahanagar Gas Limited or any transmission entity, as the case may be or any other deposit for any other purpose in relation to the said Apartment.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

i. The Promoter has clear and marketable title with respect to the project land; 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 Promoter 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 Project land or the Project except those disclosed 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 in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is 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 conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;

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

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

- i. 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.

ii. 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.

iii. To carry out at his 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 Promoter 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.

- iv. 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the 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.

- 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 and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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.
- 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. 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 Promoter *and Government dues* under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for 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 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.
- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Not to enclose the exclusive balconies, exclusive terraces, flower beds, balconies, decks, patios, ducts, terraces, refuge areas, passages, recreation areas or other portions of the Common Areas or any other portions of the new Building not forming part of the said Apartment.
- xiii. Any works, hammering, drilling, chiseling, etc. for carrying out any repairs, renovation, changes, alterations, modifications, etc. to the said Apartment or the structure or elevation of the said Building after handing over possession to the Allottee shall be carried out at the sole risk and responsibility of the Allottee and the Promoter shall not be liable or responsible for any damage caused to the said Apartment, the respective premises of other apartment purchasers in the Building or the said Building due to the aforesaid works being carried out in the said Apartment or otherwise. Further, the Promoter shall not be liable or responsible for any damage caused to the said Apartment due to the aforesaid works being carried out by any other flat purchasers in the said Building.
- xiv. Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever including any window air

conditioners to any external portion of the said Apartment or the new Building or any part thereof. The split unit air conditioners should be appropriately installed in the place provided therefore, as may be clarified by the Promoter.

xv. Not to put up clothes lines or dry clothes on any external portion of the said Apartment or the new Building or any part thereof.

xvi. To observe and perform all the rules and regulations which the Society may adopt and/or the additions, alterations and amendments thereof that may be made from time to time, for protection and maintenance of the new Building, the premises/units/tenements therein, the Common Areas and other amenities.

xvii. The Allottee shall ensure that the execution of interior works in the said Apartment is carried on only between 8 am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays, which shall be holiday.

xviii. To use the vermi-composting bins for disposal of wet waste as provided by the Developer as per the norms of the Solid Waste Management Department of MCGM.

xix. To abide by the norms and guidelines issued by Fire Department for maintaining the firefighting equipments which are provided by the Promoter/s and further to assign annual maintenance contract to some eligible entity and periodically obtain and submit to the Fire Department and/or any other concerned department, the Fire audit report, required as per law.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 Project Land 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 Promoter until the said structure of the building is transferred to the Society.

17. The Allottee agree/s and understand/s that the Promoter has agreed to allot the said Apartment to the Allottee on the basis of the following representations and warranties that:

- (a) The Allottee is/are not prohibited from acquiring the said Apartment under any law or otherwise;
- (b) The Allottee has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (c) no receiver and/or liquidator and/or official assignee or any person is appointed for all or any of the assets and/or properties of the Allottee;
- (d) none of the assets/properties of the Allottee is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (e) The Allottee has/ have not received any notice from either the State or the Central Government of India and/or from abroad for his/her/its involvement in any money laundering or any illegal activity and/or declaring the Allottee to be a proclaimed offender and/or no warrant is/has been issued against the Allottee;

- (f) no execution or other similar process is issued and/or levied against the Allottee and/or against any of his/her/its/their assets and properties;
- (g) The Allottee has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months.

18. The Allottee at his/her/their sole risk, liability and responsibility enter into any financing arrangement with any financial institution with respect to the purchase of the said Apartment, the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn in favour of **“ANON INFRA”**. It is also agreed that the Allottee shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. However, such loan should be strictly personal to the Allottee and the right of the Promoter to receive the balance consideration and other sums as hereunder provided from the Allottee shall override the rights of the financial institution/bank/ organization/ employer in respect of the loan so availed of by the Allottee.

If the Allottee has availed of a loan from financial institutions or banks or any other lender (the “Lender”) against the security of the said Apartment for which a written NOC/ consent and approval of the Promoter has been issued, then in the event of (a) the Allottee committing a default of the payment of the installments of the consideration amount (b) the Allottee deciding to cancel the Agreement (as per provisions herein) and/ or (c) the Promoter exercising its right to terminate this Agreement, the Allottee shall clear the mortgage debt outstanding at the time of the said termination. The Allottee shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC, receipt etc. from the Lender stating that the Allottee has/ have cleared the mortgage debt. Notwithstanding the above, the Allottee’s obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement they shall not mortgage or create a charge on the \*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. However, the Allottee hereby grants his consent and acknowledges that the Promoter has all rights for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Allottee's Apartment in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the funds for the development of the said Project Land.

#### 20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30

(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter 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.

#### 21. 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.

#### 22. RIGHT TO AMEND

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

### 23. 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.

24. The Promoter will be entitled to exercise a first lien and charge on the said Apartment in respect of any amount remaining unpaid along with any outstanding interest by the Allottee under the terms and conditions of this Agreement. The Allottee does/do, hereby, agree and undertake that he/she/it/they will not sell, dispose off or otherwise deal with the said Apartment or in any manner, part with possession thereof, during the subsistence of such a charge of the Promoter on the said Apartment.

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

26. The Allottee agrees and acknowledges that even after handover of the said project land, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any premises or unit or building which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

#### 27. 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.

28. Brochures, Pamphlets, Literature, etc. showing Gardens, Open Space, Recreation Area or any other details in the plans of the said Project Land and/ or in the Brochure, Pamphlets or otherwise are based on plans approved by the concerned authority/ies. Notwithstanding anything contained in this Agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans, etc. and in this Agreement, the provisions of this Agreement shall prevail. The Allottee confirms and consents that the Allottee has/have purchased the said Apartment solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature, allotment letter or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. This Agreement to Sale supersedes all previous correspondence, writings and documents executed/exchanged between the Parties herein in respect of the said Apartment and this Agreement to Sale is the comprehensive conclusive document between the Parties hereto in respect of sale of the said Apartment.

29. 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 Apartment in the Project.

30. FURTHER ASSURANCES

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

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually

agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter 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 Mumbai.

32. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

33. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by 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 ANON INFRA** Promoter name

703, Matruchaya, B.P. Deshpande Road, Near NKGSB Bank, Naupada  
Thane West – 400602. (Promoter Address)

Notified Email ID: chankit.mota@gmail.com

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

#### 34. JOINT ALLOTTEES

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

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

36. 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.

### 37. 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 .

38. The Allottee hereby declare that he/she/they/it has perused this Agreement entirely and all the documents related to the said Project Land and the said Apartment and has expressly understood the contents, terms and conditions of the same and the Allottee, after being fully satisfied, has entered and accepted this Agreement.

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

**First Schedule Above Referred to**

**(Schedule of Property above referred to)**

**ALL THAT** pieces and parcels of land together with Building known as **“Shree Mulund Jalaram Co-operative Housing Society Ltd.”** consisting of 16 flats standing on pieces and parcels of plot of land, being land admeasuring about 836 sq. metres bearing Survey No. 1000, CTS No. 1070 of Mulund (West), with building and structures standing thereon situate lying and being at Village Mulund, District Mumbai City and Mumbai Suburban in Greater Mumbai, as per City Survey Property Card Register within the limits of “T” ward of Municipal Corporation of Greater Mumbai together with the building standing thereon known as **Shree Mulund Jalaram Co-operative Housing Society Ltd.** or thereabout and bounded on the:

On or towards the East	: Kalidas Road
On or towards the West	: Yogeshwar Dham CHSL
On or towards the North	: Chandan Baug road
On or towards the South.	: Chanakya CHSL

**Second Schedule Above Referred to**

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES:

1. Name \_\_\_\_\_

Signature

\_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

**M/s. Anon Infra**

**Partner.**

(Authorized Signatory) WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature  
\_\_\_\_\_

**SCHEDULE 'A'**

**PLEASE INSERT DESCRIPTION OF THE [APARTMENT]  
AND THE PARKING (IF APPLICABLE) ALONG WITH  
BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B'**

**FLOOR PLAN OF THE APARTMENT**

**ANNEXURE – A**

**Name of the Attorney at Law/Advocate,**

**Address :**

**Date :**

**RE. No. :**

### **Annexure List**

<b>ANNEXURE - "1"</b>	Copy of DA Index II
<b>ANNEXURE - "2"</b>	Copy of POA Index II
<b>ANNEXURE - "3"</b>	Copy of RERA Certificate
<b>ANNEXURE - "4"</b>	Copy of Title Certificate
<b>ANNEXURE - "5"</b>	Copy of Property Card
<b>ANNEXURE - "6"</b>	Copy of Plan Layout (Floor Plan)
<b>ANNEXURE - "7"</b>	Copy of Plans & Specifications
<b>ANNEXURE - "8"</b>	Copy of Amenities List

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