

UBI  
Lokhiware

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Mumbai this \_\_\_\_ day of **May** in the Christian Year **Two Thousand and Twenty Four**,

**BETWEEN**

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

**AND**

**BALKRISHNA KUPPU POOJARY,**  
**NISHA BALKRISHNA POOJARY,**  
 adult, Indian Inhabitant/s of Palghar residing at **C-Wing, Flat**  
**No. 001, Santoor C.H.S., Vasant Nagari, Sector-1, Palghar -**  
**401 208,** hereinafter referred to as **"THE ALLOTTEE"** (which  
 expression shall unless it be repugnant to the context or  
 meaning thereof shall be deemed to mean and include in the  
 case of individuals, his/her/their heirs, executors,  
 administrators, in case of a firm the partners for the time being  
 from time to time, the survivors or survivor of them and the  
 heirs, executors and administrators of the last of such survivors  
 or survivor and in case of a Company, its successors and  
 permitted assigns) of the **OTHER PART:**

**WHEREAS:**

(i) By a Deed of Conveyance dated 26<sup>th</sup> September, 2018 registered with the Joint Sub-Registrar of Assurances of Andheri No. 7 at Bandra under Serial No. BDR-18/9980 of 2018 (hereinafter called the **"said Deed of Conveyance"**) made between one Hurbai Anwar Adam Memon nee' Hurbai Latif Abdulla, Amina Abdul Memon, Rubina Abdul Memon, Haseena Abdul Memon, Zarina Abdul Memon, Ibrahim Anwar Adam Memon, Arif Anwar Adam Memon and Asif Anwar Adam Memon (hereinafter referred to as the **'said Hurbai Memon & Ors.'**) as the Vendors of the first part, Shobha Shashikant Bhosle and Nitin Narayan Khadtare as the Confirming Parties of the second part and M/s. Chandiwala Enterprises, being the Promoters herein, therein referred to as the Purchasers of the third Part, the said Hurbai Memon & Ors. with the confirmation of the said Shobha Shashikant Bhosle and Nitin Narayan Khadtare sold, conveyed, transferred and assured, all those pieces or parcels of land or ground with the messuages, tenements and structures standing

thereon being Plot No. 60, situate, lying and being at Kondivita, Andheri (East), Mumbai - 400 059, bearing City Survey Nos. 60, 60/1 to 60/57 of Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 2,421.40 sq. mtrs. or thereabouts more particularly described in the **First Schedule** hereunder written (hereinafter called the "**project land**"), to the therein called Purchasers, absolutely and forever.

- (ii) The project land was fully occupied by 112 slum dwellers/tenants/occupants occupying the huts/structures standing on the project land who have formed themselves into a proposed society in the name of 'Latif Compound Kalyankari Samitee SRA CHS (Prop.)', and the project land is declared as a 'slum area' vide Government Notification dated 29<sup>th</sup> March, 1985 under No. DC/ENC/A/94.
- (iii) In the circumstances, the Promoters have become seized and possessed of and well entitled to the project land, subject to the slum dwellers/tenants/occupants occupying the huts/structures standing thereon.
- (iv) As per D. P. Remarks, under No. DP34201904111216398 dated 15<sup>th</sup> April' 2019, the said Plot is situated in Residential Zone (R) and is not reserved for any public purpose.
- (v) The Promoters propose to develop the project land by constructing multistoried building/s thereon by utilizing the entire development potential of the project land inclusive of FSI, TDR FSI, the fungible compensatory FSI and all other areas as may be available for construction, in accordance with the Regulation 33(10) of the Development Control & Promotion Regulations-2034,

Greater Mumbai (hereinafter called the "DCPR") and as may be modified from time to time.

- (vi) Accordingly the Promoters have appointed Mr. K. Zaman of M/s. T. N. Hasan, who is registered with the Council of Architects, as their Architect for preparing plans for construction of building/s on the project land and have entered into a standard Agreement with them and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (vii) The Promoters have appointed Mr. P. K. Sura of M/s. Sura & Associates as their structural Engineer for the preparation of the structural design and drawings of the building/s to be constructed on the project land and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the development.
- (viii) The Deputy Collector - 2, SRA, has vide Order dated 04<sup>th</sup> March' 2021, granted the Annexure II in respect of the slum dwellers occupying the project land.
- (ix) Upon submission of proposal to the Slum Rehabilitation Authority ("**SRA**"), the SRA has issued a Letter of Intent under No. KE/PVT/0243/20200302/LOI dated 18<sup>th</sup> August, 2022 ("**LOI**") in favour of the Promoters, for development of the Slum Rehabilitation Scheme in respect of the project land, in accordance with the provisions of Regulation 33(10) of the DCPR, on the terms and conditions therein contained. Authenticated copy of the LOI is attached herewith as **Annexure 'A'**.
- (x) Under the LOI, the concerned SRA have considered the total area of the project land as 2421.40 square meters, out of which an area of 2243.20 square meters is considered as slum area and an area of 178.20 square meters is considered as non-slum area.

- (xi) The Scheme Parameters detailing the area of project land and the FSI/TDR generated in lieu of it are tabulated in the LOI.
- (xii) Under the LOI pertaining to the project land:-
- Maximum F.S.I. permissible is 3.0 according to which the Permissible Floor area is 6,907.80 square meters;
  - The Rehabilitation Built-up area is 3795.55 square meters plus Area of common passage is 1561.50 sq. mtrs. plus area of amenities is 159.34 sq. mtrs., totaling to 5516.39 square meters ("**Rehabilitation Component**");
  - The total permissible sale Built-up area (for both the slum portion and non-slum portion) is 5694.59 square meters;
  - The total Built-up area (for both the slum portion and non-slum portion) sanctioned for the Project is 9668.34 square meters;
  - FSI sanctioned for slum portion is 4.151 and for the non-slum portion is 2;
  - Total Sale Built-up area (inclusive of fungible FSI for both the slum portion and non-slum portion) is 7928.26 square meters ("**Sale Component**").
- (xiii) Plans for construction of Rehab Building No. 1, to consist of Plinth plus 18 upper residential floors (hereinafter called the "**Rehab Building**"), on the project land, have been approved by the SRA, under Intimation of Approval No. K-E//PVT/0243/20200302/AP/R dated 29<sup>th</sup> August' 2022 and Commencement Certificate dated 15<sup>th</sup> June, 2023 under even number has been issued in respect thereof.
- (xiv) Plans for construction of Sale Building No. 2, to consist of Stilt plus 18 upper residential floors to be known as "**PEARL BLESSINGS**" (hereinafter called the "**Sale Building**"), on the project land, have been approved by the SRA, under Intimation of Approval No. K-E/PVT/0243/

20200302/AP/B dated 29<sup>th</sup> August, 2022 and Commencement Certificate dated 28<sup>th</sup> August, 2023 under even number has been issued in respect thereof. Authenticated copies of Intimation of Approval dated 29<sup>th</sup> August' 2022, and Commencement Certificate dated 28<sup>th</sup> August' 2023 in respect of the Sale Building, are attached herewith as **Annexures 'B' & 'C'**, respectively.

- (xv) The Promoters propose to develop and construct the Sale Building in the name of "**PEARL BLESSINGS**" (hereinafter called the "**Project**"), and accordingly the Promoters have registered the Project of development thereof under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter called the "**said Act**") along with Maharashtra Rules and Regulations, 2017 (hereinafter called the "**said Rules**"), with the Real Estate Regulatory Authority under Project Registration No. P51800054883 vide Certificate dated 15<sup>th</sup> February' 2024 at Mumbai and the authenticated copy is attached herewith and marked as **Annexure 'D'**.
- (xvi) The Promoters have got all the slum dwellers vacated from the project land and have commenced/shall commence the construction of the Rehab Building and Sale Building on the project land.
- (xvii) The Promoters have represented to the Allottee that although this Agreement relates to the Project i.e. the construction of the Sale Building on the project land, the Promoters may at their option include some of the adjoining and neighbouring lands and/or clubbing of schemes, and so the development shall be carried out in phases as per the Revised LOI that may be granted from time to time, and as per further sanctions and approvals, as hereafter contained.

(xviii) The Promoters state that the slum dwellers shall be allotted units in the Rehab Building and the Promoters are entitled to deal with, sell and dispose off the units comprised in the Sale Building and the same shall hereafter be called the "**Promoters' Premises**".

(xix) In the circumstances aforesaid, the Promoters' Premises vest solely with the Promoters and the Promoters alone have the sole and exclusive right, and without any reference or recourse to any third parties whatsoever, to deal with the Promoters' Premises in the Sale Building and in any further storeys that may be constructed on the Sale Building, and the Promoters are entitled to retain, independently book, allot, sell, transfer, mortgage, retransfer, cancel, surrender, give on lease, leave & license basis or otherwise transfer the units comprised in the Promoters' Premises and the car park spaces including the podium car park spaces, in the Sale Building to be/being constructed by them on the project land in any manner they deem fit (including handing over possession) to persons of their choice at the price and on such terms and conditions as they may decide, and to issue Letters of Allotment, enter into Agreements for Sale, on what is popularly known as 'Ownership Basis', along with the car parking spaces, with the purchasers and acquirers thereof and to receive, recover, realize and appropriate to themselves the entire sale proceeds or consideration monies in respect of the sale of the units in their own name for their absolute use and benefit, without accounting for the same to any other party/s.

(xx) Accordingly, the Allottee applied to the Promoters for allotment to the Allottee of **Flat No. 'A' - 1104** admeasuring **423.75 Sq. Ft. (i.e. 39.37 Sq. Mtrs.)** Rera Carpet Area on the **11<sup>th</sup> Floor**, in the **Wing "A"**, in the Sale Building No. 2 known as "**PEARL BLESSINGS**" to

be/being constructed on the project land described in the First Schedule hereunder written. The said Apartment bearing **Flat No. 'A' - 1104** on the **11<sup>th</sup> Floor** in the **Wing "A"** in the Sale Building shall hereinafter be called the "**said Apartment**". The said Apartment is more particularly described in the **Second Schedule** hereunder written.

- (xxi) The Promoters are the owners of the project land and are alone entitled to sell the same and receive and appropriate to themselves the consideration under this Agreement for Sale in their own name.
- (xxii) Relying upon the said application, the Promoters hereby agree to sell to the Allottee the said Apartment at the price and on the terms and conditions hereinafter appearing.
- (xxiii) The Promoters hereby retain the right to submit amended plans of the Sale Building and amended layout for approval to the concerned authorities from time to time, to enable the Promoters to construct the Sale Building by exploiting the maximum development potential available for construction on the project land.
- (xxiv) On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the project land, hereinbefore recited deeds and documents, the sanctioned plans, I.O.A., C.C., and of such other documents as are specified under the said Act and the said Rules.
- (xxv) The authenticated copies of the Certificate of Title issued by M/s. Satish Mishra & Co. Advocate of the Promoters certifying the right, title and interest of the Promoters to develop the project land, is annexed hereto and marked as **Annexure 'E'**.
- (xxvi) The authenticated copy of the Property Register Cards bearing City Survey No. 60, 60/1 to 60/57 of Village



Kondivita in respect of the project land on which the Sale Building is to be/being constructed, are annexed hereto and marked as **Annexure 'F'**.

(xxvii) The copy of the plan of the said Apartment agreed to be purchased by the Allottee, has been annexed hereto and marked as **Annexure 'G'**.

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

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

(xxx) The Rera Carpet area of the said Apartment is **39.37 Sq. Mtrs.** and "Rera Carpet Area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

(xxxii) 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.

(xxxiii) Prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. 745,683/- (Rupees Seven Lakhs Forty Five Thousand Six Hundred Eighty Three Only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

(xxxv) 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 hereby agrees to purchase the said Apartment.

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. The Promoters have commenced and shall under normal conditions complete the construction of the Sale Building known as "**PEARL BLESSINGS**" consisting of Stilt plus 18 upper residential floors on portion of the project land bearing Plot No. 60, situate, lying and being at Kondivita, Andheri (East), Mumbai - 400 059, bearing City Survey No. 60, 60/1 to 60/57 of Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 1452.84 sq. mtrs. or thereabouts, more particularly described in the **First Schedule** hereunder written, in accordance with the plans and specifications as approved by the SRA/concerned local authority from time to time.

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

3. (a) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee the said Apartment bearing **Flat No. 'A' - 1104** admeasuring **423.75 Sq. Ft. (i.e. 39.37 Sq. Mtrs.)** Rera Carpet Area on the **11<sup>th</sup> Floor**, in the **Wing "A"** of the Sale Building No. 2, known as "**PEARL BLESSINGS**" shown on the floor plan thereof annexed hereto and marked as Annexure 'G' described in the **Second Schedule** hereunder written, at or for the lumpsum price of **Rs. 83,69,063/- (Rupees Eighty Three Lakhs Sixty Nine Thousand Sixty Three Only)** which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

(b) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee covered parking space bearing No. \_\_\_ situated at building stilt/stack/ open/close constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

(c) The said consideration amount being the said sum of **Rs. 83,69,063/- (Rupees Eighty Three Lakhs Sixty Nine Thousand Sixty Three Only)** (hereinafter called the "Total Price") shall be paid by the Allottee to the Promoter as follows:-

1. **Rs. 753,216/-** being 9% as Booking Amount.
2. **Rs. 920,600/-** being 11% as Completion of Plinth.
3. **Rs. 585,834/-** being 7% on completion of 2<sup>nd</sup> Slab.
4. **Rs. 585,834/-** being 7% on completion of 5<sup>th</sup> Slab.
5. **Rs. 585,834/-** being 7% on completion of 8<sup>th</sup> Slab.
6. **Rs. 585,834/-** being 7% on completion of 11<sup>th</sup> Slab.
7. **Rs. 585,834/-** being 7% on completion of 14<sup>th</sup> Slab.
8. **Rs. 585,834/-** being 7% on completion of 17<sup>th</sup> Slab.
9. **Rs. 585,834/-** being 7% on completion of Terrace Slab.
10. **Rs. 585,834/-** being 7% on completion of External Plaster.
11. **Rs. 669,525/-** being 8% on completion of Internal Plaster.
12. **Rs. 669,525/-** being 8% on completion of Doors & Windows.
13. **Rs. 669,525/-** being 8% within seven days from the date of intimation by the promoter of receipt of occupancy certificate;

**Rs. 83,69,063/-** TOTAL AMOUNT.  
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(d) The Total Price payable by the Allottee to the Promoters is subject to deduction of Tax Deducted at Source (TDS), at the rate of 1% (One Percent) of the total consideration under the provisions of Section 194-IA of the Income Tax Act, 1961 and such deducted amount shall be paid by the Allottee to the concerned authorities of the Central Government within 3 (three) days from payment of each installment, and a copy of Challan received against the deposit of TDS shall be handed over by the Allottee to the Promoters and the TDS Certificate

shall also be handed over to Promoters within the period stipulated under law.

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

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

(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Sale Building is complete and the Occupancy Certificate/s or Part Occupancy Certificate is granted by the SRA/competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Allottee within forty

five days with annual interest at the rate 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

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

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

**5.** Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the

Promoters as provided in clause 3(b) herein above. ("Payment Plan").

6. The Promoters state that there are several lands which are adjoining and/or neighbouring to the project land, occupied by slum dwellers and declared as 'slum area' (hereinafter called the "**said adjoining and neighbouring lands**"), some of which may not have proper right of way/access. The Promoters have represented to the Allottee that they may be required to give right/s of way over the project land to the plot holders of the adjoining and neighbouring lands. The Allottee hereby states that he/she/they has/have no objection to the said right/s of way being given by the Promoters to the plot holders/owners for the benefit of the adjoining and neighbouring lands. The Allottee confirms that the occupants/slum dwellers of the adjoining and neighbouring lands shall, upon the giving of such right/s of way, have full right and liberty to go, pass and repass over such right/s of way and neither the Allottee nor the Proposed Organization (defined hereafter), shall take any objection to the same. The Promoters have made it very clear to the Allottee that the Conveyance or Lease or Sub-lease or other assurance of the project land/part thereof and the Sale Building thereon, to the Proposed Organization (defined hereafter), shall contain a covenant to the aforesaid effect and the Allottee shall not raise any objection to such covenant at any time.

7. (a) The Promoters hereby declare that the Floor Space Index and Built-up area which is proposed to be presently utilized in the construction of the Sale Building on the project land is contained in recital (xii) above, which Sale Building is to consist of stilt plus 18 upper residential floors. If additional floors (i.e. above the 18 floor) are approved in respect of the Rehab Building and/or the Sale Building then the Promoters

shall also be constructing the additional floors. Hence, the Promoters may obtain Revised LOI, and the Promoters may be entitled to construct additional floors as per the sanctions and approvals of the concerned SRA and other authorities, to be granted from time to time, by exploiting in such construction the maximum plot development potential, by utilizing the entire Floor Space Index (FSI) in respect of the proposed Scheme, FSI by way of Transfer of Development Rights (TDR), fungible FSI, Road set back FSI, FSI available on payment of premiums, FSI available as incentive FSI by implementing various schemes as contained in the DCPR, permissible areas and all other benefits, which may be available now or in future on modification to the SRA Act, the Mumbai Municipal Corporation Act, Bye-Laws, DCPR, the Maharashtra Regional & Town Planning Act 1966, and/or all other applicable laws/ Rules Regulations/bye-law/statutes/policies/circulars, etc. or any change in policy, which are applicable to the proposed Scheme. The Allottee agrees that he/she/they shall not raise or take any objection to the proposed overall development of the proposed Scheme and the revision of the LOI from time to time, so long as the location of the said Apartment and the Sale Building in which it will be located is not altered.

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



**ANNEXURE - 'H'**

(Specification and amenities for the Apartment),

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

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

**WITNESSES:**

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

Signature : \_\_\_\_\_

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

Signature : \_\_\_\_\_

SIGNED AND DELIVERED by the ]  
withinnamed "THE ALLOTTEE" ]  
**BALKRISHNA KUPPU POOJARY** ]  
**NISHA BALKRISHNA POOJARY** ]  
in the presence of. .... ]

**WITNESSES:**

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

Signature : \_\_\_\_\_

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

Signature : \_\_\_\_\_

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the project land)

ALL THAT piece or parcel of land or ground being Plot No. 60, situate, lying and being Kondivita, Andheri (East), Mumbai - 400 059, bearing City Survey No. 60, 60/1 to 60/57 of Village Kondivita, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 2,421.40 sq.mtrs. or thereabouts and bounded as follows:-

On or towards the East : By CTS No. 61;  
 On or towards the West : By CTS No. 58;  
 On or towards the South : By CTS No. 96A;  
 On or towards the North : By CTS No. 58.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the said Apartment)

ALL THAT the Apartment bearing Flat No. 'A' - 1104 admeasuring 423.75 Sq. Ft. (i.e. 39.37 Sq. Mtrs.) Rera Carpet Area on the 11<sup>th</sup> Floor, in the Wing "A" and parking space bearing No. \_\_\_\_\_ situated at stilt/stack/open/close to be/being constructed on the project land more particularly described in the First Schedule hereinabove written, of the building known as PEARL BLESSINGS, Sale Building No. 2.

**THE THIRD SCHEDULE ABOVE REFERRED TO:  
COMMON AREAS AND FACILITIES**

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

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
RESTRICTED AREAS AND FACILITIES**

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