

Village : Pale
Ward No. : 4/16
Flat/Shop/Office Area : 00.00 Sq. Mtrs. Carpet.
Market Value : Rs. _____/-
Consideration Value : Rs. 00,00,000/-
Stamp Duty Paid : Rs. _____/-

“SHREE”

AGREEMENT FOR SALE

This Agreement for Sale is made, executed and entered into at **Ambernath, District Thane**, on this ____ day of **SEPTEMBER 2022**.

BY ANDBETWEEN

M/S. D K BUILDCON, a partnership firm, holding **P.A.N.: AARFD5795N**, doing its business as Builders, Developers and Contractors and having its office address at **Shop No. 13 & 14, Ground Floor, Kartik Complex, Near Over Bridge, Kulgaon, Badlapur [East], Taluka Ambernath, District Thane**, through its Partner **MR. PANKAJKUMAR VINAYCHAND KOTHARI**, age **46** years, herein after called and referred to as “**THE DEVELOPERS/BUILDERS**” (which expression shall unless repugnant to the context or meaning thereof means and includes the said partnership, individual partner thereof, survivor/s of the said partners and heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**.

AND

1) MRS. XXXXXXXX X XXXXXXXX , Adult age **XX** years, Occupation: Service, holding **P.A.N.: XXXXX0000X**, **2) MR. XXXXXXXX X XXXXXXXX**, Adult age **XX** years, Occupation: Service, holding **P.A.N.: XXXXX0000X**, Residing at:- **X – Xxxxxx / 000, Xxxxxxxxx Xxxxxx, Xxxxxx Xxxxxx Xxxxxxx, Xxxxxxxxx Xxxxxxx Xxxxxx, Xxxxxx - Xxxx, Xxxxx, Xxxxxx - 000000** hereinafter called as “**THE FLAT PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof means and includes his/her/their heirs, successors, administrators and assigns) of the **SECOND PART**.

W H E R E A S:

M/s. D K Buildcon owns and /or otherwise is well and sufficiently entitled to all that piece and parcel of non-agriculture land bearing Survey No. 52, Hissa No. 4/5, area admeasuring at about 5920 Sq. Mtrs located and situated in revenue village Pale, Taluka Ambernath District Thane within the limits of the Registration District Thane, Sub Registration District Ulhasnagar and also within the limits of AMBERNATH MUNICIPAL COUNCIL and more particularly described in the scheduled " A " herein under written.

AND WHEREAS M/s. D K Buildcon through its Partners 1) Mr. Sunil Kumar Vinaychand Kothari, and 2) Mr. Pankaj Kumar Vinaychand Kothari have purchased the said property bearing Survey No. 52, Hissa No. 4/5, area admeasuring at about 5920 Sq. Mtrs located and situated in revenue village Pale, Taluka Ambernath District Thane within the limits of the Registration District Thane, Sub Registration District Ulhasnagar, from Mr. Pralhad Mahadev Munde, vide a Sale Deed dated 31.12.2020 is duly registered at Document Sr. No. UHN4-1288-2021, on 12.02.2021 in the office of Sub-Registrar, Ulhasnagar-4. Upon execution of the said Deed the owners has also granted General Power of Attorney dated 12.02.2021 in favour of M/s. D K Buildcon through its Partners 1) Mr. Sunil Kumar Vinaychand Kothari, and 2) Mr. Pankaj Kumar Vinaychand Kothari, in respect of the said land and the same are also registered at Document Sr. No. UHN4-1289-2021, on 12.02.2021;

AND WHEREAS on compliance of requisite procedure, the Revenue authorities mutated the name of M/s. D K Buildcon through its Partners 1) Mr. Sunil Kumar Vinaychand Kothari, and 2) Mr. Pankaj Kumar Vinaychand Kothari in the Revenue Records vide Mutation Entry No. **2442**, dated **20.04.2021**, and in accordance thereto the name of M/s. D K Buildcon through its Partners 1) Mr. Sunil Kumar Vinaychand Kothari, and 2) Mr. Pankaj Kumar Vinaychand Kothari was duly entered on the 7/12 Extract as the Owners thereof;

AND WHEREAS the above mentioned property has been converted to non-agricultural use by an order of the Tahsildar, Ambernath vide its Order No MAHSUL/K-1/T-3/JAMINBAB-2/KAVI-381/2021, dated 06.01.2021.

AND WHEREAS the Developers/Builders herein have obtained the necessary building permission and works commencement certificate from the Ambernath Municipal Council vide its letter No. A.N.P./NRV/B.P./2021-22/ 944/ 9225/101, dated 01.11.2021. And thus, permission was granted for construction of building for **Wing-A:- Stilt Part + Ground Part + Fourteen upper floors With Lift** for residential and commercial use as per plan.

AND WHEREAS the Developers/Builders have proposed to develop another Building i.e. **Wing B:- Stilt Part + Ground Part + Fourteen Floors with Lift** including residential and commercial units and the Purchasers hereby grant full consent to the Developers/Builders to carry out changes as may be necessary in the approved plan for the execution of such proposed development.

AND WHEREAS the Developers/Builders herein have become entitled to commence work of construction of the said building according to the aforesaid plans and certain conditions, restrictions and stipulations laid down by the said local authority which is to be performed by the Developers.

AND WHEREAS the developers/builders herein have been in physical possession of the said land and with a view to develop the said land by constructing thereon buildings consisting of dwellings units and other units.

AND WHEREAS the Developers/Builders have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects and the Developers/ Builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the Developers/Builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

AND WHEREAS the Developers are presently constructing on the said land building consisting of flats in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said flats and units of the building under construction to the prospective purchaser/s according to the provisions of the Real Estate (Regulation and Development) Act 2016.

AND WHEREAS the Promoters/Builders has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing Registration No. **P51700032070**; authenticated copy is attached in Annexure herewith;

AND WHEREAS the Developers have offered for sell the various flats, offices and shops and other units in the said proposed building that is now under construction.

AND WHEREAS the purchaser/s on coming to know that various flats/shops/office are offered for sale expressed his/her/their desire to purchase and applied to the developers for allotment/ or acquire on ownership basis one flat/shop/office, being **Flat No. 0000**, on the **00th Floor** in the **“A” Wing** of the building known as **“SPM DREAM CITY PHASE - 1”** which is to have an area of **XX.XX Sq. Mtrs. Carpet area** ("Carpet Area" means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat) and all the amenities fittings as mentioned and more particularly described in the Second Schedule (Amenities and Specifications) herein under written.

In this agreement the term **“Flat”** shall include the **flat/shop/office/parking** or any other premises hereby agreed to be sold and the term **“Purchaser”** shall include the **flat/shop/office/parking purchaser** or the purchaser of any other premises hereby agreed to sell and the **Developers/Builders** also includes singular the word **“Developer”** or **“Builder”** and the flat purchaser includes plural and feminine gender of the purchaser.

AND WHEREAS prior making an application to the developers as aforesaid, the Purchaser has made a declaration to that effect, that neither the purchaser nor the member of his/her/their family (family as defined under the Urban Land Ceiling and Regulation Act, 1976) owns a tenement, house or building within the limits of Ambarnath Municipal Council.

AND WHEREAS relying upon the said application, declaration and agreement the developers have agreed to sell to the Purchasers a Flat/Shop/Office at the Price and on the terms and conditions herein after mentioned.

AND WHEREAS the price/consideration of the said flat/shop/office is agreed to be **Rs. 00,00,000/- (Rupees XXXXXXXX Xxx XXXXX XXXXXX XXXXXX Only)** excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

AND WHEREAS upon the request of the purchaser the developers have made a full and true disclosure of the nature of the title of the said land on which the proposed building is being constructed and have also inspected the plans and specification of the said proposed building.

AND WHEREAS the purchaser has seen the site of the building and the work of the construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the copies of the certificate of title of the said land issued by the Advocates of the Developers, the copies of the 7/12 extracts and other relevant documents showing the nature of the title of the said land and the copies of the Plans and Specifications approved by the Ambarnath Municipal Council and other relevant documents which are required to be given have been annexed hereto;

AND WHEREAS the purchaser has been informed by the developers, that they have offered to sale all the respective flats and shops in the said building under construction or / to be constructed on the said land to different purchasers and that they have executed Agreement for Sale for some of the flats and with a clear cut understanding to the Purchasers thereof that the purchasers who are taking the said flats ultimately has to join the rest of the purchasers in forming a Co-Operative Housing Society and be a member thereof.

AND WHEREAS the Purchaser/ Incoming member/ allottee is aware that the said project is financed by Aditya Birla Housing Finance Limited, hereinafter referred to and called as 'LENDER' and the property under consideration is Mortgaged with Aditya Birla Housing Finance Limited by mortgage deed executed on 31/05/2022 and the property (flat) / receivables are charged / hypothecated in favour of the Lender . A 'No Objection Certificate' (NOC) dated _____ is provided by the Lender for permission of Sale of the Property to the Purchaser / Incoming member and the same is attached as a part of this agreement.

All the payments towards the Flat consideration and GST shall be made in the below-mentioned provided Bank accounts only, by Cheque / RTGS / NEFT / IMPS / DD- account details for payment of Flat consideration is as follows :

(RERA Collection account)

i. Beneficiary Name :	D K Buildcon SPM Dream City Phase 1 Master Collection Escrow Account
ii. Escrow Account No. :	57500001013672
iii. IFSC Code :	HDFC0001806
iv. Bank Name :	HDFC BANK LTD
v. Branch Name :	Badlapur

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, under section 13 of the said Act the Promoters/Builders 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.

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

1. The Developers/builders shall construct the said proposed building according to the plans, designs and specification thereof sanctioned and approved by the Ambernath Municipal Council with such variations and modification as the developers deem necessary and proper and as per the requirements and directions of the local Authority or Body.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. The Developers/ builders 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 body or authority at the time of sanctioning the said plan or thereafter and may before handing over the possession of the said flat to the Purchaser obtain necessary certificate of completion or occupation certificate from the local authority or the said concerned body in respect of the said flat.

3. The Developers/ Builders hereby declares that they have utilized the floor space index allowed by the said authority and the developers/ Builders are absolutely entitled to consume the floor space index increased if any at any later

stage herein after, till the execution of the conveyance in favour of the society formed by the prospective buyers, purchasers.

4. The purchaser hereby agrees to purchase and the Developers / Builders agrees to sell to the purchaser the **Flat No. XXXX**, on the **XXth Floor** in the **“A” Wing** of the building known as **“SPM DREAM CITY PHASE - 1”** which is to have an area of **XX.XX Sq. Mtrs. Carpet area** approximately as shown in the floor plan annexed hereto in the said new building at and for the lump sum price /consideration of **Rs. 00,00,000/- (Rupees XXXXXXX XXXX XXXXXX XXXXX XXXXXX Only)** excluding G.S.T. amount. The Purchasers hereby agrees to pay separately to the builders the amount of G.S.T. as applicable.

The purchaser hereby agrees to pay the said purchase price/ consideration to the Developers/ Builders by installment in the following manner, that is to say---

- a) 10% of the total amount of consideration to be paid at the time of Booking.
- b) 10% of the total amount of consideration to be paid at the time of registration.
- c) 25% of the total amount of consideration to be paid on or before the plinth work of the said building.
- d) 3% of the total amount of the consideration to be paid on or before the First slab of the said building.
- e) 3% of the total amount of the consideration to be paid on or before the Second slab of the said building.
- f) 3% of the total amount of the consideration to be paid on or before the Third slab of the said building.
- g) 3% of the total amount of the consideration to be paid on or before the Fourth slab of the said building.
- h) 3% of the total amount of the consideration to be paid on or before the Fifth slab of the said building.
- i) 3% of the total amount of the consideration to be paid on or before the Sixth slab of the said building.
- j) 3% of the total amount of the consideration to be paid on or before the Seventh slab of the said building.
- k) 3% of the total amount of the consideration to be paid on or before the Eighth slab of the said building.
- l) 3% of the total amount of the consideration to be paid on or before the Ninth slab of the said building.
- m) 3% of the total amount of the consideration to be paid on or before the Tenth slab of the said building.
- n) 3% of the total amount of the consideration to be paid on or before the Eleventh slab of the said building.
- o) 3% of the total amount of the consideration to be paid on or before the Twelfth slab of the said building.
- p) 3% of the total amount of the consideration to be paid on or before the Thirteenth slab of the said building.
- q) 3% of the total amount of the consideration to be paid on or before the Fourteenth slab of the said building.
- r) 3% of the total amount of the consideration to be paid on or before the Fifteenth slab of the said building.
- s) 2% of the total amount of the consideration to be paid on completion of Brickwork & Internal Plaster of the said building.
- t) 2% of the total amount of the consideration to be paid on completion of Tiling & Sliding of the said building.
- u) 2% of the total amount of the consideration to be paid on completion of External Plaster & Color of the said building.
- v) 2% of the total amount of consideration to be paid to the Promoter on completion of the external plumbing, elevation, terraces with waterproofing, of the building or wing in which the said flat is located.
- w) 2% of the total amount of the consideration to be paid on completion of Compound & PCC of the said building.

The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as the time in respect of the said payment is of essence of the contract. The Developers/Builders will forward to the Purchaser/s intimation of the Developers/Builders having carried out the aforesaid work at the address given by the Purchaser/s in this agreement and the Purchaser/s will be bound to pay the amount of installments within **Fifteen days** of the Developers/Builders dispatching such intimation under certificate of posting at the address given herein.

5. The Purchaser/s agree/s that he/she/they shall pay up each and every installment herein before mentioned on time as agreed and shall not commit any default.

On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers/Builders under this Agreement subject to what has been stated in clause 4 above and lapse of a reasonable time thereby without any remedy of the **24% p.a.** (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers/Builders shall be entitled at its own option to terminate this agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developers/Builders unless & until the Developers/Builders shall give to the Purchaser/s **Fifteen days** prior notice in writing of its intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches, within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Developers/Builders shall refund to the purchaser/s the installments of sale price of the Flat paid by the Purchaser/s to the Developers/Builders, and the Developers/Builders shall not be liable to pay to the Purchaser/s interest on the amount so refunded and upon termination of this agreement on refund of aforesaid amount by the Developers/Builders. The Developers/Builders shall be at liberty to dispose of and sell the Flat to such person and at such price as the Developers/Builders may in their absolute discretion think fit.

The Developers/Builders shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser/s under this terms and conditions of this agreement.

6. It is agreed that the Developers shall hand over the vacant and peaceful possession of the above said flat to the Purchaser on or before **31/12/2028** Provided the Purchaser has paid to the Developers the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his /her part.

It is agreed that for the want of cement and any other building material or for any other reason or reasons which is beyond the control of the Developers and that in the event of handing over the possession of the said flat is delayed, the Purchaser shall not be entitled to hold the developers responsible or liable in that behalf.

7. The Purchaser shall take the possession of the said flat within 7 days of the Developers giving written notice to the purchaser intimating that the said flat is ready for use and occupation.

8. The Purchaser shall use the said tenements in accordance with the use permissible by the Ambernath Municipal Council.

The Developers/Builders have proposed to develop another Building i.e. **Wing B:- Stilt Part + Ground Part + Fourteen Floors with Lift** including residential and commercial units as a part of the same project and the Purchasers hereby grant full consent to the Developers/Builders to carry out changes in the approved plan as may be necessary for the execution of such proposed development.

9. The Purchaser shall after a notice in writing is given by the Developers that the said flat is ready for use and occupation, the Purchaser shall pay regularly and punctually, whether demanded or not by the Developers, his /her proportionate share (i.e. proportion to the floor area of the flat) of outgoing such as rates, taxes, cess, dues, duties, maintenance charges, water charges, electricity charges, charges for common lights and repairs, salaries of clerks and sweeper of the proposed Society and all other incidental charges for the maintenance of the said building.

10. It is agreed that the Purchaser shall pay to the Developers such proportionate share of outgoing in form of monthly maintenance as may be determined till the proposed society of the entire flat owner in the said building is not registered.

11. Commencing a week after notice in writing is given by the Promoters/ Builders to the Purchaser/s that the Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor areas of the Flat) of outgoing in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government Water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and the building/s. Until the society is formed the said land building/s transferred to it, the Purchaser/s shall pay the Promoters/Builders such proportionate share of outgoing as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Builder provisional monthly contributions of **Rs. 2/- per Sq. Fts.** per month towards the outgoing. The said amount shall be paid by the Purchaser/s to the Promoters/ Builders in advance for the first **12 months**. The amounts so paid by the Purchaser/s to the Promoters/Builders shall not carry any interest and remain with the Promoters/ Builders until a conveyance is executed in favour of the society as aforesaid.

12. The Purchaser agrees and assures the Developers that he/she/they will pay his/her/their proportionate share of the aforesaid charges and outgoing and the monthly contribution as fixed by the developers, regularly and punctually on or before the 10th day of every calendar month and shall not withhold the same for any reasons whatsoever.

13. The Purchaser shall also deposit such other sums with the Developers as interest free deposit as and when the Developer may call upon. Such deposit will remain with the Developers till the execution of final conveyance in favor of the said society or other corporate body is formed. The said deposit shall be paid over to the purchaser by the developers after deducting there from the actual and law full expenses incurred on such accounts.

14. The Purchaser hereby agrees and assures that he/she/they shall pay his/her/their proportionate share by way of premium or otherwise to the Municipal Authorities as betterment charges or development charges or tax or any other taxes or payment of similar nature, which will be levied by the Ambarnath Municipal Council or any other local Authority.

15. The Purchaser hereby agrees and assures that he shall pay his/her/their proportionate share towards the construction of the Sub-station or for installation of electric transformer if the Maharashtra State Electricity board demands so for supplying the necessary Electricity to the proposed building.

16. The Purchaser hereby agrees and assures that he shall also pay his/her/their proportionate share towards security deposit if demanded by the Water Department, for the connection of water line to the proposed building.

17. The Developers shall utilize the amount collected from the Purchasers only for the purpose for which they are being collected or received.

18. It is agreed that the Purchaser along with the other flats owners of the said building shall join information and registration of the said Society to be known by such name as the Developers may decide and for this purpose also from time to time sign the necessary papers, documents, applications. Forms, and other things required for the formation / registration of the said Co-operative Society and for becoming the member thereof in due time allotted by the developers. The Purchasers shall not take any objection if any changes are made or any modifications are done by the developers in the bylaws or the Articles as may be required by the Registrar of the Co-operative Society. The Purchaser hereby agrees that he shall become the member of the said Co-operative Society.

19. It is agreed that after the registration of the Co-operative Society as herein above mentioned and after the completion of the construction work of the said building and on receipt of the full and final consideration of all the flats the Developers shall take necessary steps to convey the said building in the favor of the said Co-operative Society.

20. The Purchaser shall not be entitled to claim a partition of his/her share in the said building or in the said property and the same shall always remain undivided and impartibly. The Purchaser further agrees that till the conveyance of the said building is done in favour of the said Co-op. society, the Purchasers are merely license holders of the developers in respect of the said flat.

21. The Purchaser shall observe and perform all the rules and regulations and the bylaws of the said Co-operative Society on registration.

22. The Purchaser hereby agrees with the Developers as follows:-

a. The Purchaser shall after taking the possession of the said flat from the developers maintain the flat at his/her/their own cost in a good and tenable repair condition and shall not do or cause to be done anything to the said building or the said flat, staircase or anything which is used in common by the flat purchasers of the said building which are strictly prohibited by the concerned local authorities or the bye-laws of the said society and shall not make any alteration, change or additions in or the said flat or to the building or any part of the said.

b. The Purchaser shall not store in the flats any goods which are of hazardous, combustible or any other thing which are of dangerous nature or the goods which are prohibited from storing and which may damage the construction or the structure of the building in which the flat is so situated and in case of any damage is caused to the building in which the said flat is situated due to the negligence or default in complaining the restrictions, then the purchaser shall be liable for the consequence of the same and shall be liable to make the good for the losses which may incurred.

c. The Purchaser shall carry out at his/her/their own cost all the internal repairs of the said flat and shall be liable to maintain the said flat in the same order and state in which it was being delivered by the developers and shall not amend, demolish or alter any basic structure of the said flat or do or suffer to be done any thing which may cause dangerous to the said flat as well as to the said building in which the said flat is situated. And in the event of breach of the said condition the Purchaser shall be personally liable for the same.

d. If the building or any part thereof gets damaged or demolished on account of any act of any natural calamities such as earthquakes, floods or any act of enemy, war or any other reason which is beyond the control of the Developers then such losses incurred to the building shall be borne by the Purchasers along with the other purchasers and for that reasons Developers shall not be responsible.

e. The Purchaser further agrees that he/she/they shall not use or permit others to use the said flat for the purpose other than that for which it is being agreed to be sold or for a purpose which will be immoral and against public policy or for the purpose which is prohibited by the law.

f. The Purchaser shall take a written consent of the Developers before parting with the possession of the said flat or the interest in the said flat or the benefits of the said Agreement to any other person or persons. The Developers shall provide their consent only after recovering the dues that are payable by the Purchaser to the Developers under this agreement and the purchaser has complied with all the terms and conditions of the said agreement.

g. The Purchaser shall permit the Developers, their servants, agents, employers or any other person duly authorized, at all reasonable time to enter, inspect, examine and analysis, the said land or the condition of the said building or any part thereof, or for the purpose of repairing, maintaining, cleaning, lightning or servicing by giving one day notice to the Purchaser of the said intention.

h. The Purchaser agrees that the expenses for the formation and registration of Co-Operative Housing Society, such as Registration fees, membership fees and other incidental expenses thereto shall be borne by the Purchasers proportionately.

i. The Purchaser agrees that he/she/they shall bear all the expenses such as stamp duty, registration fees, all cost and expenses in connection with the preparation and execution of the Conveyance in respect of the said land and building thereon in favour of the said society, proportion to the respective floor areas of their respective flats with all other flat purchasers in the said building.

j. In the event of the Corporate Body being formed and registered before the sale and final disposal by the developers of all the flats in the said building the powers and authority of the corporate body as formed or flat purchaser and other flat Purchasers shall be subject to the overall control of the developers in respect of any other matters concerning the said building, the construction and completion thereto and all amenities pertaining to the same. In particular, the developers shall have the absolute right, control and authority regarding to the unsold flat or other units and the disposal thereof. The builder will not bear the maintenance cost of the unsold flats.

k. The Developers will also control the management of the building, realization of the outgoing and the disbursement of the payments to be made till the formation of the society and the flat Purchasers along with other flat Purchasers and / or Corporate body will have No - Objection to the same till the formation of the society on the said land and building is executed in favor of the Corporate Body as contemplated herein.

23. The purchasers hereby agree and consent their no-objection in favour of the developers and the prospective purchasers of the tenements of the said building for the following activities.

a) To start Financial institutions, Banks, Bar and Restaurant and Hotels, Nursing Home, Hospitals, Coaching Classes, on Ground and First Floor of the said building.

b) To install Generator or allied instruments for carrying out commercial activity in the open space of the said plot or building.

24. It is also agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. It is also agreed by and between the parties that the Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the developers or society.

25. It is also agreed by and between the parties that the terrace above the building and open space surrounding the building within the said property shall

belong exclusively to the Society when the conveyance is executed in favour of the said Society.

26. All the notices to be served on the Purchasers or developers as contemplated by this agreement shall be deemed to have been duly served if sent by Registered A.D or Under Certificate of Posting to the Purchasers at his/her/their address as specified/ mentioned above.

27. The flat Purchaser will not be entitled to any rebate and/or concession in the price of his/her/their flat/shop on account of the construction of additional floors in the said building and/or on account of the construction of any other buildings, structures etc., and/or changes, alternations and additions made in the building. The flat Purchaser shall not claim any deduction in the cost of his/her/their flat/shop on account of deletion of any item of construction as per his/her/their requirements in his/her/their flat /shop.

28. It is agreed by and between the parties that if any additional amenities are required by the flat Purchaser then in that event the flat Purchaser has to pay in advance the cost of such additional amenities as per the estimation prepared by the developers through his Architects and the decision of the developers in that regard will be final and binding.

29. If the planning authority intend to acquire a part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall of the building is to be demolished, then the developers shall not be liable to construct a new compound wall. The flat purchasers along with the other flat Purchasers in the said building shall be liable for the construction of the compound wall at their own cost and expenses.

30. It is expressly agreed that any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the /flat Purchaser by the developers shall not to be constructed as a waiver on the part of the developers or any breach of non-compliance of any of the terms and conditions of this agreement by the flat Purchaser nor shall the same in any manure prejudice the rights of developers.

31. It is expressly agreed that the flat purchasers shall bear the cost of the Registration, Stamp Duty and other expenses, which may arise at the time of the registration of this Agreement.

32. The name of the said building to be constructed on the said property shall be **"SPM DREAM CITY PHASE - 1"** and shall not be changed without the written consent and permission of the developers.

33. It is expressly agreed by the purchaser that he/she/they will pay to the Developers that amount of G.S. T. or any other taxes as may be applicable from time to time in respect of his flat at the time of the registration or after the registration of his flat.

34. It is also understood and agreed by and between the parties hereto that Broachers printed by the Developers/Builders is only for advertisement, and all things shown in broacher are subject to approval of the respective authorities and will be changed if necessary. The discretion will remains with the Developers/Builders.

35. The Developers/Builders shall not be responsible for the consequences arising out of change in law or change in local authorities and other laws, rules, regulations etc.

36. The present Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THE SCHEDULE A ABOVE REFERRED TO:

ALL THAT PIECE AND PARCEL of non- agriculture land lying and situate at revenue village Pale, Taluka Ambarnath, District Thane in the Registration District Thane and Registration Sub- District Ulhasnagar, within the limits of Ambarnath Municipal Council and bearing Survey No. 52, Hissa No. 4/5, area admeasuring at about 5920 Sq. Mtrs., or thereabouts and bounded as follows:

On or towards East : Property of Survey No.52, Hissa No.4/2 & Hissa No. 5
On or towards West: Property of Survey No.45,
On or towards North: Property of Survey No.52, Hissa No.4/1, Hissa No.6
On or towards South: Remaining part of Survey No. 52, Hissa No. 4/5

SCHEDULE OF COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said flat (save and except parking space / garage and open space or portion of land in front of the shops and the same shall be exclusive facility to the shop owners.)

SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all purchasers of premises in the said building in limited common areas and facilities i.e. Staircase, Staircase landing, Terrace, Compound, Lobbies and Passage.

IN WITNESS WHEREOF the parties hereto have hereto subscribed their respective hands the day and year herein above written.

NAME	SIGNATURE & THUMB IMPRESSION	PHOTO
SIGNED AND DELIVERED By the within name Developers M/S. D K BUILDCON Through its partner MR. PANKAJKUMAR VINAYCHAND KOTHARI,		
SIGNED AND DELIVERED By the within name Purchaser/s 1) MRS. XXXXXXXX X XXXXXX , 2) MR. XXXXXXXX X XXXXXXXX		

In the Presence of:

1. _____

2. _____

R E C E I P T

RECEIVED of and from the within named Purchaser/s **Rs. 0,00,000/-**
(Rupees XXXXXX XXXXXX XXXXXXXXX XXXXXXXXX Only) being the earnest money
and part payment of sale consideration to be paid to us before execution hereof in
the following manner:

Sr. No.	Name of the Bank & Branch	Cheque No.	Date	Amount
				0,00,000/-
				0,00,000/-
TOTAL:				Rs. 0,00,000/-

(This receipt is valid subject to realization of above referred cheque/s)

We say Received
Rs. 0,00,000/-

For **M/s. D K Buildcon**
PARTNER

SPECIFICATIONS

- **Flooring**
24" x 24" Vitrified Tiles in Complete Flat.
- **PAINT**
100% Acrylic Paint on Exterior Walls and Emulsion Paint on Internal Walls
- **CP FITTING**
Reputed Brand Fittings in all Bathrooms & Toilets
- **BATHROOM**
Water Proof FRP Doors, Concealed Plumbing, Anti-Skid Tiles & Glazed Wall Tiles up to Beam Level
- **RAILING**
Mild Steel (MS) Railing
- **LOBBY & STAIRCASE**
Decorative Lobby & Staircase
- **DOOR**
Decorative Main Door with Safety Lock & Attractive Fittings and Other Flush Doors
- **WINDOWS**
Anodized Aluminum Section Windows
- **ELECTRICITY**
Sufficient Points in Concealed Wiring with ISI Standard Switches
- **POWER BACKUP**
Power Backup for Lift
- **ELEVATOR**
2 Passenger Lifts with 1 Stretcher Lift
- **WATER SUPPLY**
AMC Water Supply and Under Ground & Over Head Water Tank
- **PARKING**
Ample Car Parking
- **FIRE**
Fire Safety Systems

Exclusive facility	* Inc. Balcony adm. 0.00 Sq.Mtrs. Cornice Area0.00 Sq. Mtrs
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