

KDMC Ward No. : 10/43
Village : Kanchangaon
Unit No : _____, On _____ Floor,
in the Building known as “**AMBER ONE**”.
Shop/Office/Flat Area : _____ sq. meters (Carpet)
Market Value : Rs. _____ /-
Agreement Value : Rs. _____ /-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 2022

BETWEEN

M/s. AMBER BUILDCON, a registered Partnership Firm, registered under the provisions of Indian Partnership Act, 1932 and having its registered office at: **413, Zest Business Spaces, M. G. Road, Ghatkopar (East), Mumbai - 400 077, (Pan No. _____)**, Email : **info@amberbuildcon.com**, hereinafter called as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include the present and future partners of the said Firm or their survivor and heirs, executors, administrators, and assigns of such survivor) being the **PARTY OF FIRST PART.**

AND

- 1) **Mr. / Mrs.** _____
Pan No. _____ Email: _____
aged about _____ years, occupation : Service/Business
- 2) **Mr. / Mrs.** _____
Pan No. _____ Email: _____
aged about _____ years, occupation : Service/Business
residing at _____

hereinafter called and referred to as the “**ALLOTTEE/PURCHASER/S**” (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the **PARTY OF THE SECOND PART.**

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i) The singular wherever used shall include plural and vice-versa.
- ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

WHEREAS Mr. Bhagwan Pundalik Chaudhari and Others are the owners and / or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situate at **Village Kanchangaon**, Taluka Kalyan, District Thane bearing :

Old Survey No./ Hissa No.	Survey No.	Hissa No.	Total Area on 7/12 extract (in Sq. meters)
74/1/2	102	1/2C	13400 Sq. meters

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "**Said Property No. 1**";

AND WHEREAS by and under Development Agreement dated 28/08/2004 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 03403/2004 dated 31/08/2004 made and executed between Shri Bhagwan Pundalik Chaudhari and others as the Owners and M/s. Parbat Builders Private Limited, having its Office at Patel Apartment, Teen Bunglow, J.V. Cross Road, (Khot Lane), Ghatkopar (West) - 400086 as the Developers, Shri Bhagwan Pundalik Chaudhari and others granted the development rights in respect of said property No. 1 in favour of M/s. Parbat Builders Private Limited., at and for the consideration and terms and conditions mentioned therein and in pursuance to said Development Agreement dated 28/08/2004 Shri Bhagwan Pundalik Chaudhari and others also executed Power of Attorney dated 28/08/2004 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 03404/2004 dated 31/08/2004 in respect of said property No. 1 in favour of M/s. Parbat Builders Private Limited, herein ;

AND WHEREAS by and under Development Agreement dated 28/09/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 11244/2017 made and executed between M/s. Parbat Builders Private Limited, as the Assignors i.e. the Owners No. 1 and Smt Indubai Tulshiram Choudhari and 9 Others as the Owners No. 2, and Shri Bhagwan Pundalik Chaudhari and 19 Others as Owners No. 3, and the Promoters herein, therein called and referred to as the Developers, the said Owners No. 1, Owners No. 2 and Owners No. 3 of said property No. 1 granted the development rights in respect of said property No. 1 in favour of the Promoters herein on terms and conditions at and for the consideration mentioned therein and in terms of said Agreement M/s. Parbat Builders Private Limited have transferred/assigned all their rights title and interest acquired in said property No. 1 acquired by and under said Agreement dated 28/08/2004 absolutely and forever in favour of Promoters herein and in pursuance of said Development Agreement said Owners No.1 and Owners No. 2 have also granted Power of Attorney dated 28/09/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No.11246/2017 in respect of said property No. 1 in favour of Promoters herein ;

AND WHEREAS M/s. Parbat Builders Private Limited have also granted Power of Attorney dated 28/09/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No.11248/2017 in respect of said property No. 1 in favour of Promoters herein ;

AND WHEREAS by and under Supplementary Agreement dated 28/09/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No.11258/2017 made and executed between the Promoters herein, therein called and referred to as the

Developers and Mr. Bhagvan Pundalik Chaudhari and 4 others as the Owners, the said Owners Viz. Mr. Bhagvan Pundalik Chaudhari and 4 others have confirmed and consented the execution of Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Supplementary Agreement dated 28/09/2017 said Mr. Ashok Pundalik Chaudhari and 4 others also executed Power of Attorney dated 24/11/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 13462/2017 in favour of the promoters herein ;

AND WHEREAS by and under Deed of Confirmation dated 09/11/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 12738/2017 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Deepak Pundalik Chaudhari and 2 others being the Owners, the said Owners Viz. Mr. Deepak Pundalik Chaudhari and 2 others have confirmed and consented the execution of said Agreement for Development dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 09/11/2017, the said Deepak Pundalik Chaudhari and 2 others have executed Power of Attorney dated 09/11/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 12739/2017 in favour of the promoters herein.

AND WHEREAS by and under Deed of Confirmation dated 24/11/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 13461/2017 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Ashok Pundalik Chaudhari and 5 others being the Owners, said Owners Viz. Mr. Ashok Pundalik Choudhari and 5 others have confirmed and consented the execution of said Agreement for Development dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 24/11/2017 said Mr. Ashok Pundalik Chaudhari and 5 others have also executed Power of Attorney dated 24/11/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 13462/2017 in favour of the promoters herein;

AND WHEREAS by and under Deed of Confirmation dated 13/12/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 14296/2017 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Vijay Pundalik Choudhari and 3 others, said Owners Viz. Mr. Vijay Pundalik Choudhari and 3 others have confirmed and consented the execution of said Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 13/12/2017, the said Mr. Vijay Pundalik Choudhari and others have also executed Power of Attorney dated 13/12/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 14297/2017 in favour of the Promoters herein ;

AND WHEREAS by and under Deed of Confirmation dated 13/12/2017 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 14298/2017 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Vishwanath Pundalik Choudhari as the Owner, said Owner Viz. Mr. Vishwanath Pundalik Choudhari has confirmed and consented the execution of said Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 13/12/2017, the said Mr. Vishwanath Pundalik Choudhari has also executed Power of Attorney dated 13/12/2017

registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 14299/2017 in favour of the Promoters herein ;

AND WHEREAS by and under Deed of Confirmation dated 31/03/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 3412/2018 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Prabhakar Pundalik Chaudhari as the Owner, said Owner Viz. Mr. Prabhakar Pundalik Chaudhari have confirmed and consented the execution of said Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in Pursuant to said Deed of Confirmation dated 31/03/2018, the said Mr. Prabhakar Pundalik Chaudhari has also executed Power of Attorney dated 31/03/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 3413/2018 in favour of Promoters herein.

AND WHEREAS the heirs of late Smt. Sonubai Manglya Gaikar viz. Smt. Jaibai Pandurang Gaikar and others, have by and under Deed of Consent Agreement dated 15/11/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 12469/2018 made and executed between the Promoters herein, therein called and referred to as the Developers and Smt Jaibai Pandurang Gaikar and others as the Owners No.1, and the said Smt. Indubai Tulshiram Choudhari and 9 others being the Owners No.2 and the said Shri Bhagwan Pundasslik Choudhri and 19 others being the Owners No. 3, the Owners No. 1, Owners No. 2 and Owners No. 3 have confirmed and consented the execution of said Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 15/11/2018, the said Owners No.1, Owners No. 2 and Owners No. 3 have also executed Power of Attorney dated 15/11/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No.12470/2018 in favour of the Promoters herein.

AND WHEREAS the heirs of late Smt. Laxmibai Savlaram Bhoir Viz. Shri Ananta Savlaram Bhoir and 5 others, have by and under consent Agreement dated 15/11/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 12471/2018 made and executed between the Promoters herein, therein called and referred to as the Developers and Shri Ananta Savlaram Bhoir and 5 others as the Owners No.1 and Smt. Indubai Tulsiram Choudhari and 9 others as the Owners No. 2, and Shri Bhagwan Pundalik Choudhari and 19 others as the Owners No. 3, said Owners No.1, Owners No.2 and said Owners No. 3 have confirmed and consented the execution of Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 15/11/2018, the said Owners No.1, Owners No.2 and said Owners No. 3 have also executed Power of Attorney dated 15/11/2018 registered at the Office of Sub-Registrar of Assurances at Kalyan-5 under Sr. No. 12472/2018 in favour of the Promoters herein.

AND WHEREAS one of the brothers of late Krushna Lodya Choudhri, Shri Mangal Lodya Choudhri, died intestate leaving behind him his married daughter Viz. Mrs. Rajani Shivaji Pawar (Erstwhile Kum. Raju Mangal Choudhri) as his only heir as per the provisions of the Hindu Law of Succession by which the said deceased was governed at the time of his death.

AND WHEREAS the said heir Mrs. Rajani Shivaji Pawar and her son Santosh Shivaji Pawar have by and under Consent Agreement dated 10/01/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr. No. 529/2020 made and executed between the Promoters herein, therein called and referred to as the Developers and Mrs. Rajani Shivaji Pawar and Shri Santosh Shivaji Pawar as the Owners, said Owners Viz. Mrs. Rajani Shivaji Pawar and Shri Santosh Shivaji Pawar have confirmed consented the execution of said Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Agreement dated 10/01/2020 the said owners Viz. Mrs. Rajani Shivaji Pawar and Shri Santosh Shivaji Pawar have also executed Power of Attorney dated 10/01/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr. No. 530/2020 in favour of the promoters herein.

AND WHEREAS the heirs of late Smt. Anusaya Dattaram Mhatre Viz. Shri Shrikant Dattaram Mhatre and 5 others, have by and under Deed of Confirmation dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7494/2022 made and executed between the Promoters herein, therein called and referred to as the Developers and Shri Shrikant Dattaram Mhatre and 5 others as the Owner, said Owners have confirmed and consented the execution of Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 28/03/2022, the said Owners have also executed Power of Attorney dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7495/2022 in favour of the Promoters herein.

AND WHEREAS the heirs of late Smt. Vidya Vikas Mokal Alias Chandrabai Pundalik Chaudhari Viz. Sau. Vishakha Prakash Chavhan alias Vishakha Vikas Mokal, have by and under Deed of Confirmation dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7497/2022 made and executed between the Promoters herein, therein called and referred to as the Developers and Shri Sau. Vishakha Prakash Chavhan alias Vishakha Vikas Mokal, as the Owner, said Owners have confirmed and consented the execution of Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 28/03/2022, the said Owners have also executed Power of Attorney dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7498/2022 in favour of the Promoters herein.

AND WHEREAS the Sau. Mathurabai Dasharath Meher and 3 others, have by and under Deed of Confirmation dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7499/2022 made and executed between the Promoters herein, therein called and referred to as the Developers and Sau. Mathurabai Dasharath Meher and 3 others as the Owner, said Owners have confirmed and consented the execution of Development Agreement dated 28/09/2017 in respect of said property No. 1 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 28/03/2022, the said Owners have also executed Power of Attorney dated 28/03/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 7500/2022 in favour of the Promoters herein.

AND WHEREAS Mr. Rajesh Baliram Chaudhari and other are the owners and/or otherwise well and sufficiently entitled to **all that area of land admeasuring 1077 Sq. meters** forming the part of all those pieces and parcels of land lying, being and situate at **Village Kanchangaon, Taluka Kalyan, District Thane bearing :**

Sr. No.	Old Survey No./ Hissa No.	Survey No./Hissa No.	Total Area on 7/12 extract in (Sq. meters)	Area under development from Total Area (In Sq. meters)
1.	74/2(P)	102/2/A	450	1077 Sq. meters
2.	74/2(P)	102/2/B	450	
3.	74/2(P)	102/2/C	410	
			1310 Sq. meters	1077 Sq. meters

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter said area of land admeasuring 1077 Sq. meters forming the part of aforesaid entire land is called and referred to as the "**Said Property No. 2**";

AND WHEREAS by and under Development Agreement dated 17/03/2021, registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 3331/2021 dated 17/03/2021 made and executed between Mr. Rajesh Baliram Chaudhari and 1 other as the Owners and the Promoters herein, therein called and referred to as the Developers, the Promoters herein acquired the development rights in respect of said property No. 2 from said owners of said property No. 2 on terms, conditions and for the consideration mentioned therein and in pursuance thereof to said Development Agreement dated 17/03/2021, the said owners have also granted the Power of Attorney dated 17/03/2021 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 3333/2021 dated 17/03/2021 in respect of said property No. 2 in favour of Promoters herein ;

AND WHEREAS said Property No. 1 and Said Property No. 2 being adjacent to each other, the Promoters for effectual development of Said Property No. 1 and Said Property No. 2 amalgamated the same and submitted necessary plans for development of such amalgamated property with Kalyan Dombivli Municipal Corporation for approval, herein after Said Property No. 1 and Said Property No. 2 **totally admeasuring 14477 Sq. meters** and now amalgamated by the Promoters is herein called and referred to as "**SAID AMALGAMATED PROPERTY**" and is subject matter of present development and is more particularly described in the **FIRST SCHEDULE** hereunder written ;

AND WHEREAS accordingly the Promoters herein submitted Plans for development of said amalgamated property under accommodation policy as per D.C. Rules and Regulation an area of land admeasuring 1745 sq. meters from said amalgamated property is affected by 24 meters wide D. P. Road and area of land admeasuring 105 sq. meters from said amalgamated property is affected by 18 meters wide D. P. Road and area of land admeasuring 177 sq. meters from said amalgamated property is affected by 18 meters wide D. P. Road widening area and area of land admeasuring 808 sq. meters from said amalgamated property is affected by Reservation of parking (Reservation No. 45)

and area of land admeasuring 1336 sq. meters from said amalgamated property is affected by Reservation of C.G. (Reservation No. 46) and area of land admeasuring 377.50 sq. meters from said amalgamated property is under Nala and area of land admeasuring 9000 sq. meters is Reserved for Garden (Reservation No. 47) and accordingly the Promoters herein considering the aforesaid factual position of said amalgamated property submitted Plans for development of said amalgamated property under accommodation policy as per D.C. Rules and Regulation and accordingly Kalyan Dombivli Municipal Corporation approved the said plans and granted Building Commencement Certificate bearing No. KDMC / TPD / BP / DOM / CC-0038 /18 dated 12/09/2018;

AND WHEREAS in terms of Building Commencement Certificate bearing No. KDMC / TPD / BP / DOM / CC-0038 /18 dated 12/09/2018 a single building of Basement Plus Ground (Part) Plus Stilt (Part) Plus First Floor (Podium) to Twenty Eight upper Floor (Residential + Commercial) is sanctioned on said amalgamated property.

AND WHEREAS after obtaining aforesaid Building Commencement Certificate the Promoters herein decided to hand over the area of land affected by D.P. Road, reservation of Parking and C.G. to Kalyan Dombivli Municipal Corporation and further decided to develop the area of land affected by reservation of Garden under accommodation policy by handing over 70 % area of land (i.e. 6300 sq. meters) affected by reservation of Garden to Kalyan Dombivli Municipal Corporation and develop the balance 30 % area of land (i.e. 2700 sq. meters) affected by reservation of Garden along with remaining area of land available for construction admeasuring 928.50 sq. meters by using and utilizing the transferable development right generated from D.P. road, reservation of Parking and C.G. in the proposed building on said 30 % area of land affected by reservation of Garden Plus remaining area of land available for construction admeasuring 928.50 sq. meters and accordingly after the implementation of Unified Development Control and Promotion Regulation (UDCPR), the Promoters have further availed Basic F.S.I., Ancillary F.S.I. and submitted revised plans with Kalyan Dombivli Municipal Corporation for approval and sanction and Kalyan Dombivli Municipal Corporation approved the said plans and granted revised Building Commencement Certificate KDMC / TPD / BP / DOM / 2018-19 / 0038 / 502 dated 25/02/2022 in respect to 30 % area of land (i.e. 2700 sq. meters) affected by reservation of Garden Plus remaining area of land available for construction 928.50 sq. meters thus totally admeasuring 3628.50 sq. meters, herein after area of land admeasuring 3628.50 sq. meters on which proposed building is sanctioned is herein after called and referred to as “**SAID PROPERTY**” and is more particularly described in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS prior to the grant of Building Commencement Certificate for development of said property The Tahasildar Kalyan by and under his order bearing No. MHASUL/T-2/JAMINBAB-1/Rupantarankar/SR-138/18 dated 05/06/2018 has confirmed that said property is that of Class I tenure and as such for the development of said property necessary Non-Agricultural use permission is not required ;

AND WHEREAS in terms of revised building Permission bearing No. KDMC /TPD / BP / DOM / 2018-19/0038/502 dated 25/02/2022 a single building of Basement Plus Stilt (Part) Plus Ground (Part) Plus First Floor to Thirty Six upper Floor (Residential + Commercial) is sanctioned on said property.

AND WHEREAS the Promoters herein as absolute owners of said property are well and sufficiently entitled to develop building sanctioned on said property and to sell the flats/shops/units therein constructed therein to intending Purchaser/s and appropriate the sale proceeds arising therefrom for their exclusive use and benefits ;

AND WHEREAS the Promoters declares that, the above referred agreements permissions and sanctions are still, subsisting and completely in force and in terms of said sanctions and permissions the Promoters herein are well and sufficiently entitled to develop said property's and further to sell and/or allot the flats, shops, units, premises in the building to be constructed on the said property at such price and on such terms and conditions.

AND WHEREAS the Promoters declare that the above referred Deeds, permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect **M/s. Sthapatya Nirmaan** Civil and Architectural Services registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the **M/s. Techline Consultant Engineer** structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS as per the above recited agreements and permissions, the Promoters are entitled to develop the said building on said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the flats/units constructed in the building/s on ownership basis and to enter into agreements with the **purchaser/s** and to receive the sale price in respect thereof and upon such disposal of the flats/ units to convey the said land together with the building/s constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats/shops/units ;

AND WHEREAS the Promoters are carrying out construction on said property as per sanctioned plans and permissions and expressed their intention to dispose of the Flat/Shop/Office/Unit in the proposed building to be known as "**AMBER ONE**" ;

AND WHEREAS allottee/s / Purchaser/s herein shown his/her/their willingness to purchase Flat/Shop/Unit in said building to be known as "**AMBER ONE**" ;

AND WHEREAS the Promoters have also brought to the notice of the Purchaser/s that any unconsumed, additional F.S.I./T.D.R. in future in respect of the said property if granted by the Town Planning Authorities / Municipal Authority then the same will be availed, used and consumed by the Promoters on the said property as they may deem fit and proper and the Purchaser/s herein along with the other Purchaser/s will not raise any objection or hindrance for such utilization of F.S.I./T.D.R. on the said building/s and the Purchaser/s herein has granted his/her/their express and irrevocable consent for the same.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, Fungible Floor Space Index, Ancillary F.S.I., Premium Paid FSI, Staircase Floor Space Index and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation and all other permissible as per Development Control Regulations to be used and utilized on the said property as may be permitted/granted by the Kalyan Dombivli Municipal Corporation to exploit the maximum potentiality of said property, as well as the Promoters further intent to amalgamate the abutting, adjoining and adjacent properties with said property thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned building and the further proposed expansion, amalgamation and extension to the said property and the Purchaser/s herein have granted his/ her/ their unequivocal consent for the same ;

AND WHEREAS the Promoters have also brought to the notice and knowledge of the Purchaser that he/she/they has/have also intended to acquire the adjacent plot of land and in the course of construction, the Promoter may amalgamate the said property along with the other adjacent property and in such event, the Purchaser shall not raise any objection and/or hindrance in any manner and shall grant their utmost and sincere co-operation for such amalgamation of the said property, formation of the society and/or condominium of apartment owners and any other corporate body as the case may be and the conveyance of land and the building thereon as the case may be and /or as feasible.

AND WHEREAS the Purchaser/s after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself/herself/ their self has expressed his/her/their irrevocable consent for the same and agreed to acquire the flat/shop/unit in the said building.

AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser/s herein for which the Purchaser/s has/have granted his/her/their express and irrevocable consent and confirmation for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser/s to which the Purchaser/s has/have granted his/her/their consent, the Purchaser/s is/are offered a **Flat / Shop / Office / Unit bearing No. _____ on _____ Floor, admeasuring _____ sq. meters (Carpet)** in the building known as “**AMBER ONE**” (herein after referred to as the “said premises”) being constructed on the said property.

AND WHEREAS the Purchaser/s after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may

be permitted the concerned town planning authorities from time to time and accordingly has granted his/ her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the **Real Estate Regulatory Authority at No. P51700027251;**

AND WHEREAS on demand from the Purchaser/s, the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Owners /Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto;

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

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the Promoters have 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 the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser/s herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said 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 Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser/s has / have agreed to purchase from the Promoters the **Flat / Shop / Office / Unit bearing No. _____ on _____ Floor, admeasuring _____ Sq. meters (Carpet)** in the building known as “**AMBER ONE**” being constructed on the said property described in the **THIRD SCHEDULE** hereunder written being the said premises ;

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

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 Purchaser/s has / have paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the sale consideration of the premises agreed to be sold by the Promoters to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters is/are required to execute a written Agreement for sale of said Premises with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises.

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

1.(a) The Promoters shall construct the said building presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1(b) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s, the premises being **Flat/Shop/Unit bearing No. _____ on _____ Floor, admeasuring _____ Sq. meters (Carpet)** in the building known as “**AMBER ONE**” (herein after referred to as the “**said premises**”)

being constructed on the said property as shown in the Floor plan annexed hereto for the consideration of **Rs. _____/- (Rupees _____ Only)** including 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.

1(c) The Allottee/s/ Purchaser/s hereby agrees to allot from the Promoter and the Promoter hereby agrees to allot to the Allottee/s/ Purchaser/s Basement/Stilt/Podium Covered Parking / Stake parking spaces being constructed in the layout.

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

1(e) The Allottee/s/ Purchaser/s has paid on or before execution of this agreement a sum of **10%** (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 **90%** in the following manner :-

i. Amount of **20%** (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of **15%** (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 Building is located.

iii. Amount of **35%** (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or the said Building is located. That is to say in the following manner

iv. Amount of **5%** (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the walls of the said Building.

v. Amount of **5%** (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the Internal Plaster of the said Building is located.

vi. Amount of **5%** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the Flooring, Doors, Windows, Lift, Entrance Lobby of the building in which the said Building is located.

Vii. Balance Amount of **5%** against and at the time of handing over of the possession of the Said to the allottee/s / purchaser/s on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / NEFT / RTGS to be drawn in favour to **M/s. AMBER BUILDCON**
CURRENT A/C No. :
IFSC CODE :
BANK :
BRANCH :

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the allottee/s / Purchaser/s, calling upon him/her to make payment of the same or via SMS Service, Email and this will be sufficient discharge to the Promoters.

That the allottee/s / Purchaser/s herein undertakes to pay as and when demanded by the Promoters herein the cost of legal charges, share money, application and entrance fee of the society, cost of society formation and registration charges and incidental charges thereto, infrastructure development charges for the complex, requisite M.S.E.D.C.L, electric meter charges, Transformer charges and cabling thereto, Requisite share for installation of solar system, G.S.T. and any other tax or charges from any competent government authority out of pocket expenses in respect of this agreement.

1(f) The Total Price above excludes Property Tax of said unit, Goods and Services Tax, stamp duty, registration charges, maintenance charges and other outgoings by any other name in respect of and applicable to the said property, project, building, unit existing on or imposed after the date of the Purchaser/s Application for Allotment/Request for Allotment, whether payable now and/or in future and/ or those which is/ are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/ rules/ regulations, and shall be to the account and liability of and borne and paid by the Purchaser/s alone, without any delay/protest, including if such amounts are proposed to be deposited by the Owners / Promoters in fixed deposits, if such claims are sub-judice.

1(g) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser/s 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 Purchaser/s, which shall only be applicable on subsequent payments.

1(h) The Promoters shall confirm the final carpet area that have been sold to the Purchaser/s 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 Promoters. If there are any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s 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 of this Agreement.

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

2.1) The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

2.2) COMPENSATION :
TIME IS ESSENCE :

Time is essence for the Owners/Promoters as well as the Purchaser/s. The Owners/Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment 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 1 herein above. (**"Payment Plan"**).

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 14477 square meters only and Promoters have planned to utilize Floor Space Index of 22899.53 square meters 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 Promoters have disclosed the Floor Space Index of 22899.53 square meters as proposed to be utilized by him on the project land in the said Project and Owner/s/ allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4) TERMINATION OF AGREEMENT :

4.1) If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoters, interest is 24% per annum, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoters.

4.2) Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement

(including his/ her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement :

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his/her/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 Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Promoters and the Promoters herein shall be entitled to deal with the said apartment with any prospective buyers. Delay in issuance of any reminder/s or notices from the Promoters shall not be considered as waiver of Promoters absolute right to terminate this agreement.

4.3) For whatsoever reason if the Purchasers herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Purchaser/s herein shall issue a prior written notice to the Promoters as to the intention of the Purchaser/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoters shall issue a 15 day's notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

4.4) It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters and Purchaser/s herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Purchaser/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title , Interest or claim against each other except as provided hereinafter.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall deduct 20% of the total amount of consideration received from the Purchasers and shall refund the balance amount within a period of thirty days of the termination.

5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoters in the said building and the Premises as are set out in Annexure annexed hereto.

6) **POSSESSION OF THE PREMISES:**

The Promoters shall give possession of the said premises to the Purchaser/s **on or before 30/06/2028** with an extension in time thereof for six months or so. If the Promoters fails or neglects to give possession of the Premises to the Purchaser/s on account of reasons

beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. The Purchaser/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Purchaser/s intimating that the said premises is ready for use and occupancy. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Lockdown, Pandemic
- iv) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchaser/s the entire amount received by the Promoters from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/she shall not have any rights, claims, etc., against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

IF the Purchaser/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoters and on cancellation of the agreement he / she shall give six months period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Promoters shall forfeit the 20 % of the total amount received from the Purchaser/s as and by way of liquidated damages, while repaying the money paid by the Purchaser/s.

7.1) Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said premises to the Purchaser/s. The Promoters agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2) The Purchaser/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Purchaser/s intimating that the said Premises are ready for use and occupancy:

7.3) Failure of Purchaser/s to take Possession of the said premises from the Promoters: Upon receiving a written intimation from the Promoters, the Purchaser/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided herein such Purchaser/s 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 said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser/s and the Purchaser/s alone shall alone liable to rectify and re-instate the same at their own costs. Provided further however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said premises of phase, wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser/s shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing.

Whereas the purchaser shall be liable to make hoardings of shop/office/units of a particular size, which shall not affect the elevation of that building and the purchaser have no objection for the same. The size of the hoarding shall not go out of the building line and the size to be provided by the promoter.

Whereas the purchaser of the shop/office//units shall not to erect any grills, railing or any other types related to grills and railings on the outer side of the building which affect the elevation of the building and the purchaser have no objection to the same.

Provided that if, purchaser/s has/have made holes, drilled to interior and/or external walls, chajjas etc nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case Promoters shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s / purchaser/s and/or other purchaser/s in building.

7.5) THE Promoters hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser/s and in any event before the execution of the Conveyance of the said property in favour of a Corporate

Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said property so as to enable them to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

7.6) The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoters to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchasers, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.

7.7) The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoters for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc. which are made available either at the Promoter’s office or on the website of the Real Estate Authority. Further, the Promoters shall not be required to obtain consent in the following events:

- a) Any minor additions or alterations.
- b) Any addition or alterations to any common areas, amenities, etc.
- c) Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

7.8) In the event of the Organization being formed and registered before the sale and disposal by the Promoters of all the flat/ premises in the Building/s, the power and authority of the Organization so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoters shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/ premises, if any. In case the Organization is formed before the disposal by the Promoters of all the flats/ premises then the Promoters shall at its option (without any obligation) join in as a member in respect of such unsold flat/premises and as and when such flat/ premises are sold, the Organization shall admit such Purchaser/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.

7.9) Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the

Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

7.10) In the event of the Promoters having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the carpet area of the flat/ premises or otherwise as may be determined by the Promoters and non- payment of the same, shall constitute a breach of this Agreement.

7.11) Save and except or otherwise not to reduce any area of the said Flat/Premises, the Promoters shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoters shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoters may deem fit and proper in their absolute discretion.

7.12) Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature 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.

7.13) Under the present Agreement and at this stage, Promoters intends to use actual Floor Space Index and Transferable Development Rights along with any additional Floor Space Index/Transferable Development Rights available on payment of premium on the said Property and IOD and Plans have been approved presently only on an actual FSI of the said Property. The Promoters, however, reserve their right, to use the unutilized Floor Space Index/ any other development potential/Transferable Development Rights and the Floor Space Index/ and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation any other development potential that may become available in future in respect of the said Property and Transferable Development Rights of any other property on the said Property for construction of buildings/ additional buildings on the said Property or amalgamated property. For all times in future, Promoters shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional Floor Space Index/ Transferable Development Rights, the Promoters shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building/ amalgamate adjoining plot, as the Promoters may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

7.14) THE Promoters hereby agrees that, they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser/s and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats/ Shops/ Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoters has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

8) The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.

9) The Purchaser/s along with other Purchaser(s) of premises in the building shall join in forming and registering the Co-operative Housing Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the common organization of Purchasers. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1) The Promoters after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the co-operation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoters shall, within three months of registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser/s herein that such formation of co-operative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoters herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser/s herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoters in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser/s, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser/s to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser/s, the co-operative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser/s that the Purchaser/s is/are aware of the said contents and fact thereof and in confirmation thereof has granted his / her / their express and irrevocable consent for the same.

9.2) Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings 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 Promoters provisional Two Years contribution of Rs. ____/- towards the outgoings excluding of Flat/Office/Shop Property Tax. The amounts under this clause are non-accountable and balance if any shall be refunded to the society..

10) The allottee/s / purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts under this clause are non-refundable and non-accountable, the promoter shall not be liable to render any account of such amounts to the Purchasers or the society or Any other person or body:-

- (i) Rs. 600/- for share money, application entrance fee of the Society.
- (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

- (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/Purchaser 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 in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Purchaser/s as follows:

- i) The Promoters have 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 Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the 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 Promoters have 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 Promoters have 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 Purchaser/s created herein, may prejudicially be affected;
- vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x) The Promoters have duly paid and shall 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

13) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoters as follows :-

i) To maintain the said premises the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the said premises 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 Premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises 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 Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

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 Premises 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 Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises 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 Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and necessary intimation is provided to the Promoters and no objection therefor is sought by the purchaser/s from the Promoters for such transfer and assignment.
- x) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Premises 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Premises 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) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii) That the Purchaser/s shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser/s.
- xiii) That nothing herein contained shall construe as entitling the Purchaser/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/s to the Promoters in this regards.
- 14) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15) The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser/s herein along

with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchaser/s.

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

17) IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered co-operative housing society of all the flats purchasers in the said buildings and the Purchaser/s herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser/s herein shall not object the said right of the Promoters in any manner.

18) The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. (Floor Space Index) on the said land.

19) The Promoters have brought to the clear notice and knowledge of the Purchaser/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoters has brought to the notice and knowledge of the Purchaser/s that during the course of construction / development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser/s is/are aware of the same and the Purchaser/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and

financial institutions as nominated and directed by the Promoters. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

The Promoters have also brought to the clear notice and knowledge of the Purchaser/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the promoters shall safeguard and protect the right and interest of the flat purchaser/s herein in respect of the flat agreement to be acquired by him and the Purchaser/s has/have granted his/her express and irrevocable consent for the same.

20) It is expressly agreed that the Promoters shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoters and for the purpose Promoters are fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoters or their nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, their agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser/s shall not raise any objection thereto.

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

22) Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Purchaser/s that it shall be at the sole and absolute discretion of the Promoters:

a) to form a co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchaser/s to be formed and constituted.

- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies. and the Purchaser/s has/have clearly understood the same and in confirmation thereof has granted his / her / their clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

23) The Promoters have shown the layout of the larger property to the Purchaser/s and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser/s covenant with the Promoters as under :-

- i) That as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) Fencing, partition, retaining walls will not be constructed between the buildings.
- iii) Cable / drainage / telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoters.
- v) Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoters.
- vi) The execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) Each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) It is clearly brought to the notice of the Purchaser/s herein and the Purchaser/s herein is/ are clearly made aware that the Promoters have acquired the development rights of the land as described in the First Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the co-operative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser/s herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

ix) The Promoters have also brought to the knowledge of the Purchaser/s that the property on which the building is constructed forms an integral part of the scheme of construction of the entire property described in the First schedule and accordingly the Promoters and the Purchaser/s herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the First schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser/s shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

The Purchaser/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoters to exercise the same and have granted his / her express and irrevocable consent and confirmation thereto.

24) The Promoters have clearly brought to the notice and knowledge of the Purchaser/s and clearly shown and disclosed to the Purchaser/s that :

(i) presently the Promoter/s is/are carrying out the construction work on the said property in accordance with the plan bearing No. KDMC/TPD/BP/DOM/2018-19/0038/502 dated 25/02/2022 in respect of said property and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoter/s from time to time for further expansion, modifications and renewals during the course of construction and till the completion of the entire scheme of construction and the Promoter/s will proceed with the construction work on the said property.

(ii) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement if floor space index from time to time as per the Development Control Regulations of the Kalyan Dombivli Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.

(iii) that they have prior to the purchaser/s acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser/s the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation permitted increases on all grounds as may be granted by the Kalyan Dombivli Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser/s and the Purchaser/s has/ have seen, verified and understood the same and in confirmation thereof have granted his/her/their express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring

maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivli Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser/s has/have agreed to enter into this agreement and the Purchaser/s has/have clearly understood the same and in confirmation thereof has/have granted his / her / their clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

25) The Promoter have at present got sanctioned a Building plan for construction of 36 floors of FSI of about 22899.53 sq. meters The Promoter is desirous to consume floating FSI in the form of TDR of outside properties plus premium FSI or any of the entitled FSI on the said property and in doing so the Promoter shall have to consume the said FSI on the said Buildings only. In view thereof as per the D.C. Rules if the additional FSI in the form of TDR becomes available at 100% or more then in that event the Promoter may have to construct more floors upon the existing building standing on the said property by amending the present sanctioned Building plan. The Promoter keeping in view the future additional construction of floors shall do the RCC work of such a capacity to sustain the entire load of additional Storey's as per the advice of the Structural Engineer **M/s. Techline Consultant Engineers** as Structural Engineers. In view thereof the Allotee/s hereby gives his/her/their unconditional consent for consumption of the additional FSI on the said building by erecting additional floors on the said building and without calling upon the Promoter for reduction of consideration amount or granting of some other compensation of whatsoever nature on that count.

26) The Allotee/s /purchaser/s has prior to the execution of this Agreement satisfied himself/herself independently about the title of the other Promoter and owners to the project land on which the said building is being constructed and the Allotee/s /purchaser/s shall not be entitled to investigate into the title of the Owners/Promoters to the project land and no requisition or objection shall be raised in any manner whatsoever relating thereto. A Title Report being Annexure 'A' hereto issued by Advocate Mr. Nilesh Patil is accepted by the Allotee/s / purchaser/s and the same is binding upon the Allotee/s.

27) The Allotee/s/ purchaser/s agree/s to pay to the Promoters interest at 24 % p.a. on all the amounts which becomes due and payable by the Allotee/s/purchaser/s to the Promoters under the terms of this Agreement from the date the said amount becomes payable by the Allotee/s to the Promoters.

28) The Promoters have also shown to the Purchaser/s the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and expansion thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed /constructed thereon and the Purchaser/s is/are fully aware of the same and have accordingly granted his / her / their express and irrevocable consent for the same.

29) It is further agreed and understood between the parties that if there is change, modification and/or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoters herein and the Promoters herein is/are and shall be well and sufficiently entitled to the derive the benefits thereof for his/her/their own and exclusive profit and the Purchaser/s herein has/have granted his/her express and irrevocable consent for the same and shall not raise any objection for the same.

30) It is clearly brought to the notice of the Purchaser and the Purchaser/s is/are made aware that Government may impose certain taxes and levies in future and therefore the Purchaser/s herein is/are entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Purchaser/s, then the Purchaser/s shall refund and reimburse the same to the Promoters on demand.

31) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Co-operative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

32) The Promoters has/have clearly brought to the notice and knowledge of the Purchaser/s that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser/s has/ have clearly understood the same and in confirmation thereof has granted his/her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/s herein.

33) **BINDING EFFECT**

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

34) 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 premises as the case may be.

35) RIGHT TO AMEND

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

36) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASERS

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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

37) 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.

38) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

39) FURTHER ASSURANCES

The Parties herein 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.

40) PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Promoters or simultaneously

with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

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

42) That all notices to be served on the Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified above.

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

43) **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser/s 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 Purchaser/s.

44) **Stamp Duty and Registration and statutory taxes and levies:-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser/s alone. The Purchaser/s shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser/s subject to the provisions of the said Act.

45) **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

46) **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.

47) It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the purchaser/s and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials

to be used at their sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

48) This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

FIRST SCHEDULE
(Description of the amalgamated property)

All those pieces and parcels of land lying, being and situate at **Village Kanchangaon**, Taluka Kalyan, District Thane bearing :

Sr. No.	Old Survey No./ Hissa No.	New Survey No. / Hissa No.	Total Area on 7/12 extract in (Sq. meters)	Area Owned by the Owners from Total Area (In Sq. meters)
1.	74/1/2	102/1/2C	13400	13400 Sq. meters
2.	74/2(P)	102/2/A	450	1077 Sq. meters
3.	74/2(P)	102/2/B	450	
4.	74/2(P)	102/2/C	410	
			14710 sq. meters	14477 Sq. meters

and within the limits of Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane and Sub-Registration District Kalyan and is bounded as follows :

On or Towards East : 18 meters wide D.P Road
 On or Towards West : Mahalaxmi Ashish Society
 On or Towards South : 12 meters wide D.P Road
 On or Towards North : 24 meters wide Road
 together with all easements, etc.

SECOND SCHEDULE
(Description of Said Pproperty)

All that **area of land admeasuring 3628.50 sq. meters** forming the part of all those pieces and parcels of land lying, being and situate at **Village Kanchangaon**, Taluka Kalyan, District Thane bearing :

Sr. No.	Old Survey No./ Hissa No.	New Survey No. / Hissa No.	Total Area on 7/12 extract in (Sq. meters)	Area Owned by the Owners from Total Area (In Sq. meters)
1.	74/1/2	102/1/2C	13400	13400 Sq. meters
2.	74/2(P)	102/2/A	450	1077 Sq. meters
3.	74/2(P)	102/2/B	450	
4.	74/2(P)	102/2/C	410	
			14710 sq. meters	14477 Sq. meters

and within the limits of Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane and Sub-Registration District Kalyan and is bounded as follows :

On or Towards East : 18 meters wide D.P Road
On or Towards West : Mahalaxmi Ashish Society
On or Towards South : Municipal Garden
On or Towards North : 24 meters wide Road
together with all easements, etc.

deducting there from the an area of land admeasuring 2027 sq. meters is affected by D. P. Road, 808 sq. meters by parking, 1336 sq. meters by C.G. 377.50 sq. meters by Nala and 6300 sq. meters by Garden.

THIRD SCHEDULE
(Description of said premises)

All that premises being **Flat / Shop / Office / Unit bearing No. _____ on _____ Floor, admeasuring _____ sq. meters (Carpet)** in the building known as “**AMBER ONE**” to be constructed on the property described in the First Schedule herein above written.

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

SIGNED AND DELIVERED :
by the within named :
“**PROMOTERS**” :
M/S. AMBER BUILDCON :

THROUGH ITS PARTNER/S :
_____ :

SIGNED AND DELIVERED :
by the within named :
“**ALLOTEE/PURCHASER/S**” :
_____ :

In the presence of **WITNESSES:**

Signature_____

Name_____

Signature_____

Name_____

RECEIPT

Received a sum of **Rs.** _____ /- (**Rupees** _____
_____ **Only**) from time to time prior to execution of
this agreement in the following manner :

Sr. No.	Date	Cheque No.	Amount	Bank and Branch Name
1.				
2.				
Total			Rs. _____ /-	-

from the Allotee/purchaser/s herein as and by way of advance / part consideration.

I say received
Rs. _____ /-

M/s. AMBER BUILDCON, a Partnership Firm,
through its Partner
