

Date: _____

PROVISIONAL ALLOTMENT LETTER

Name : _____

Address : _____

PAN : _____

SUB : Provisional Allotment of Flat No. _____ admeasuring _____ sq. ft. Carpet approximately equivalent to _____ sq.mtr. On _____ floor in _____ Wing In the Project known as "**AMBER ONE**" being constructed on a plot of land situated at Kanchangaon, Khambalpada, Dombivli East taluka Kalyan District Thane PIN 421 201, Maharashtra bearing old S No. Old 74/2, New S. No. 102/1C.

Area : _____

Flat No. : _____

Total Amount : _____

Dear Sir,

1. With reference to your provisional allotment of the said Flat and upon your Handing over to us a cheque of Rs. _____ vide cheque No. _____ Dated _____, drawn on _____ Bank, as advance (we acknowledge the receipt of the same) on the following terms and conditions.

2. It is agreed and understood that the allotment of the flat is only provisional.

3. You shall execute a written Agreement for Sale under the provisions of RERA Act 2016 and rules framed thereunder in respect of the said flat, subject to making payment of thirty percent of the total value of the said flat (plus applicable VAT, Service Tax, Stamp Duty, Registration Fee, LBT, GST, or any other Government levy as may be levied from time to time).

4. You are aware that we are entitled to develop and construct Residential Complex as per the prevailing D C Regulation of Kalyan Dombivli Municipal Corporation for project "AMBER ONE".

5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to final approval from concerned authorities with due respect to Real Estate Regulation Act 2016.

6. The Total Consideration for the flat is Rs. _____.(Rupees _____

_____ only) You shall confirm the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment, in case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest@ SBI MCLR plus 2% per annum on the due amount, till the date of actual payment from due date of payment together with interest thereon.

i. Amount of Rs. _____/- (_____) (not exceeding 10% of the total consideration) to be paid to the Promoter on or before the execution of Agreement.

ii. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

iii. Amount of Rs. _____/- (_____) (not exceeding 45% of the

total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.

- iv. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Apartment is located.
- v. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the walls of the said Apartment.
- vi. Amount of Rs./- (.....) (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the Internal plaster of the said Apartment is located..
- vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of Flooring, Doors, Windows, Lift, Entrance Lobby of the building in which the said Apartment is located.
- viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

Note-1:

The total above excludes Cost mentioned in clause No.9 & 10 below and Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/ Apartment.

Note-2:

Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Purchasers/Allottee committing default in payment on due date of any amount due and payable by the Purchasers/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/Allottee Committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this allotment.

7. You have inspected the Approved plans and the Title documents of the Land; however, we are entitled to modify the. plans as required by KDMC subject to fulfillment of real Estate Regulation Act, 2016.
8. You also confirm that until the time of the agreement under RERA ACT 2016 is executed, you shall not have any right, title interest in or over of the said flat and amount paid till agreement shall remain with us as non-interest-bearing deposit.
9. You hereby also agree and confirm that sum of Rs. _____ is payable over and above the cost of the flat towards maintenance charges for 24 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.
10. You have agreed and confirmed that Sum of Rs. _____ is payable by you over and above the cost of the said flat towards Development Charges, Society Formation, Water, Electricity & legal fees, etc. which shall be paid as and when demand is made by us on that behalf and the said amount is nonrefundable.
11. The transaction covered by this allotment is understood to be a sale liable under the Value Added Tax (VAT, Service Tax, or Goods and Service Tax (GST) as per the existing regulations. The VAT, Service Tax and GST or any other tax that is liable to be paid or may become liable

to be paid in future under any statute Central to State shall be payable by the purchasers.

12. Extra Work will be allowed only with the prior approval of Management at extra cost as may be fixed from management from time to time. Kindly note that Alteration of the Windows, Grills, External Elevation, and facade is strictly not allowed.
13. The carpet area shall Include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any reimbursement for such difference in carpet area.
14. For consumption/utilization of all type of entitled FSI, we may have to erect additional floors /wing/building, for which you will not object or demand for reduction of cost for provisionally allotted flat.
15. You shall sign and subscribe this provisional allotment Letter in original and duplicate thereof in token of having accepted the same along with the terms and conditions contained hereinabove.

Thanking you,
For M/s. AMBER BUILDCON

Authorised Signatory

I/We agree & confirm the same

(Name of the Customer)

Kalyan Dombivli Municipal Corporation Ward No. 10/43
Village: - Kanchangaon, bearing Revenue **New S. No. 102/1C (old S. No. 74/2)** admeasuring 1H 34R 0P Akar Rs. 28.62 situate, lying, and being at Village Kanchangaon, Taluka Kalyan, District Thane, Building Known as “**AMBER ONE**”, Flat No. _____ On _____ Floor, Carpet area admeasuring _____ sq. meters of Apartment & exclusive balcony area _____ sq. meters & open Terrace area is _____ sq. meters, Govt. Value Rs. _____/-
a Stamp Duty **Rs.**_____ Agreement Value **Rs.**_____ pages _____ Agreement for flat Sale of “**AMBER ONE**”.

AGREEMENT FOR SALE OF APARTMENT

THIS AGREEMENT FOR SALE OF APARTMENT is made and entered into at Kalyan, this day of _____, 202__.

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 (E), Mumbai-400077**, 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 & future partners of the said Firm or their survivor and heirs, executors, administrators, and assigns of such survivor) **OF THE ONE PART.**

AND

MR/MS/M/S. _____
aged _____, Aadhar No. _____ of Indian Inhabitant, residing at

_____, hereinafter for brevity's sake referred to as “**THE ALLOTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) **OF THE OTHER PART.**

WHEREAS:

a) One Shri Bhagwan Pundalik Choudhari & ors were & are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 29R1P situate lying and being at Village Kanchangaon, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation and in the Registration Dist. Thane and Sub-Dist. Kalyan bearing S.N. 102/1C (old S.N. 74/2) and more particularly described in the schedule written hereunder and delineated on the plan hereto annexed and thereon shown surrounded by red coloured boundary line and hereinafter for brevity's sake referred to as the said property.

b) By a registered Agreement for Development dt. 28/09/2017 (Document No.11244/2017)executed between one M/S AMBER BUILDCON being the Developers, & one M/S Parbat Builders Pvt. Ltd. being the Assignee and Smt Indubai Tulshiram Choudhari & 9 ors being the Owners, and one Shri Bhagwan Pundlik Choudhari & 19 ors, also being the Owners, the said Assignee & the Owners have entrusted development cum sale rights, in respect of the said property, in favour the said M/S AMBER BUILDCON for the consideration and upon the terms and conditions more particularly setout therein & handed over vacant & peaceful possession of the said property to them, so also executed an Irrevocable General Power of Attorney dt. 28/09/2017 in favour of the Developers (Document No.11246/2017) and the said Assignee also executed Substituted Power of Attorney dt 28/09/2017 in favour of the said Developer (Document No.11248/2017) to enable them to develop the said property. So also handed over vacant & peaceful possession of the said property to the said M/s. AMBER BUILDCON.

c) Brief History about Ownership of the said property.

(i) Since prior to the year 1942 one Mr. Eranchasha Ardesar Tantara was the owner of the said property.

(ii) By a Deed of sale dt. 17/04/1942 the said owner Mr. Tantara sold, transferred, assigned & conveyed the said property to one Shri. Shankar Dhonddev Kanvinde, for the consideration & upon the covenants more particularly set out therein and at the instance of the said Shri. Kanvinde the Revrnue Authrhority on the strength of the Deed of Sale dt. 17/04/1942 vide M.E. No. 560 dt. 05/09/1942 brought the name of the said purchaser at Kabjedat Sarder by deleting the name of the Vendor.

(iii) Pursuant to the ALT & Addl. Tahasider Shahapur's order u/s. 32G of the B.T. & A. L. Act 1948, bearing no. 32G/105 dt. 23/01/1964, the said land was purchased by Tenant Mr. Krushna Lodya Choudhari for Rs.1942.50 Based on that order and at the instance of the said tenant purchaser the Revenue Authority vide M. E. No. 1348 dt. 10/12/1964 brought the name of the said Krushna Chondhari at Kabjedar Sadar and charge of Purchase price of Savkar was put into the other right column.

(iv) In the year 1971 vide M.E. No. 1716 dt. 05/07/1971 pursuant to Govt. Resolution, the Revenue Authority for entire village Chole converted area of S. N. from Acre, Guntha, Aane to Hector R.P.

(v) The village Kanchangaon was separated from Village Chole as a result whereof Chole S. N. 74/2 was renumbered as Kanchangaon S.No.102/1(pt).

(vi) The said owner Krushna Lodya Choudhari died sometime in the year 1970, leaving behind him no wife, son or daughter but only his nephews, who were Next-of-Kin to him, who gave notice about his death in April, 1990 to the Revenue Authority and upon hereship enquiry & Panchanama, the name of his nephews viz., (1) Bhagvan, (2) Ashok (3) Vishvnath, (4) Prabhakar, (5) Vijay & (6) Deepak, the sons of Pundlik Lodya Choudhari were brought at Kabjedar Sadar vide M.E.No. 84 dt.20/04/1990 in place & stead of the said deceased.

(vii) The said tenant Purchaser paid the Purchase price of Rs. 2538/-in the year 1991, and accordingly the ALT & Addl. Tahasilder Shahapur issued Purchase Certificate u/s. 32M in their favour, based on which the Revenue Authority vide M.E. No. 92 dt. 29/08/1991 removed the charge of purchase price from other right coloumn.

(viii) Pursuant to Hissa Form No. 4 received from T.I.L.R. Shahapur (Hissa Form No. 12) the said old S.N. 74/2 & New 102/1(pt) was sub divided into 3 parts viz., 102/1/1A area 0.37-4, 102/1/1B area 0-17.2, and 102/1/1C area 1H.34R0P, ASSESSMENT Rs. 28.72 and first two shown held by others, and 3rd by Mr. Bhagwan Pundlik Choudhari and effect of the same was given vide M.E.No. 194 dt. 20/02/2001.

(ix) The Tenant Purchaser Shri Krushna Lodya Choudhari S/O Lodya Rauji Choudhri, had 3 brothers viz Pundlik Mangal & Shankar & 2 sisters viz Gangubai & Sonubai the daughters of late Lodya Raoji Choudhari, Gangubai after her marriage became Lxmibai Savlaram Bhoir, who died intestate leaving behind her son 1) Anant Savlaram Bhoir 2) Vishram Savlaram Bhoir (dead)his heirs, widow Vimal, sons Mukesh & Rakesh and daughter Darshana 3) married daughter smt

Hausabai Dashrath Gaikwad & 4)married daughter smt Vatsala S. Bhoir. Sonubai after marriage became Soubai Manglya Gaikar , who died intestate leaving behind her, her sons 1) Pandurang (dead)his heirs widow Jaibai, son Chandrakant & 3 unmarried daughters viz Guni, Jana & Kanta 2) Vasant Manglya Gaikar & 3) Married daughter Mrs. Nirmala Kalu Bhoir.

(x) By an agreement for development dt. 28/08/2004 registered with Sub Registrar Kalyan 3 under Sr.No.3403/2004, executed between one M/s. Parbat Builders Pvt. Ltd., being the Developers and Mr. Bhagwan Pundlik Choudhari & 19 Ors. being the Owners , the said Owners entrusted development rights, in respect of the said property in favour of the said Developers for the consideration & upon the terms and conditions more Particularly set out in the said Agreement dt. 28/08/2004. So also executed Irrevocable General Power of Attorney dt.28/08/2004 in favour of the said Developer.

(xi) Pursuant to the order dt. 15/03/2008 passed by the SDO Thane, in RTS Appeal No. 45/2007 filed against the said M.E. by other 3 brothers and their heirs, it was ordered to record names of the heirs of Mangal Lodya Choudhari and the heirs of Shankar Lodya Choudhari the brothers of late Krushna Lodhya Choudhari at Kabjedar Sadar of the said S.N. 102/1/C . Accordingly vide M.E.No. 397 dt. 23/01/2009 the effect of the said order was given into the Record of Rights.

(xii) The said Shri. Shankar Lodya Choudheri died intestate some time in the year 1985, at the instance of his heirs, the revenue Authority upon hereiship enquiry & Panchnama brought the name of his heir Tulshiram Shankar Chundhari (dead) , in turn his heirs names viz Smt. Indubai wife, sons Satyavan & Sanjay at Kabjedar Sadar vide M.E. No. 409 dt. 16/05/2009.

(xiii) Out of those heirs Satyavan T.Choudhari died intestate on 10/08/2009, and upon heriship enquiry & Panchnama the Revenue authority brought the names of his heirs viz., wife Vimal, and sons Chetan & Sameer's names at Kabjedar Sadar vide M. E. No. 412 dt. 24/08/2009.

(xiv) By an Agreement for Development dt. 28/09/2017 registered with the Sub-Registrar Kalyan No.5 under Sr. no. KLN-5/11244 of 2017, executed between M/s. Amber Buildcon being the Developer and M/s. Parbat Builders Pvt. Ltd., being the Assignee, and Smt. Indubai Tulshiram Choudhari & 9 ors being the Owners, and Shri Bhagwan Pundlik Choudhari & 19 ors also being the Owners, the said Assignee & the said Owners have entrusted development rights in respect of the said property in favour of the said Developers for the consideration & upon the terms and conditions more particularly set out therein. So also the

said Owners executed an irrevocable General Power of Attorney dt.28/09/2017 in favour of the said Developers (Document No.11246/2017) and the said Assignee M/S Parbat Builder Pvt.Ltd also executed substituted power of Attorney dt.28/09/2017 in favour of the said Developers (Document No.11248/2017) to enable them to develop the said property.

(xv) By a registered Supplementary Agreement for Development dt. 28/09/2017 (Document No. KLN-5/11258 of 2017) executed between the said M/s. Amber Buildcon being the Developers & Mr. Bhagvan Pundlik Choudhari & 4 Ors. being the Owners, the said Owners have confirmed the said Development Agreement dt. 28/09/2017. So also pursuant to the said Deed, the said Ashok P. Choudhari, executed a General Power of Attorney dt. 24/11/2017 (No. KLN-5, 13462 of 2017), in favour of the partners of the said Developers.

(xvi) By a registered Deed of Confirmation dt. 09/11/2017 (Document No. KLN5/12738 of 2017) executed between M/s. Amber Buildcon being Party of the First Part and Mr. Deepak Pundlik Choudhari & 2 ors being the Owners, the said Owners have confirmed the said Agreement for Development dt. 28/09/2017 executed between M/s. Amber Buildcon & M/s. Parbat Builders Pvt. Ltd., & 2 ors. So also pursuant to the said Deed, the said Deepak Pundlik Choudhari & 2ors executed a General Power of Attorney dt. 09/11/2017 (Document No.12739/2017) in favour of the Partners of M/s. Amber Buildcon, to enable them to develop the said property.

(xvii) By a registered Deed of Confirmation dt. 24/11/2017 (Document no. KLN5/13461 of 2017) executed between M/s. Amber Buildcon being the Party of the First Part and Mr. Ashok Pundlik Choudhari & 5 others being the Party of the Second Part, they have confirmed the said Agreement dt. 28/09/2017 executed between M/s. Amber Buildcon & M/S. Parbat Builders Pvt. Ltd & 2 ors. So also executed irrevocable General Power of Attorney dt 24/11/2017 (Document No. 13462/2017) in favour of the said Developers.

(xviii) By a registered Deed of Confirmation dt. 13/12/2017 (document No.14296/2017) executed between M/s. Amber Buildcon and one Mr. Vijay Pundlik Choudhari & 3 ors , they have confirmed the said Agreement for Development dt. 28/09/2017. So also pursuant to the said Deed the said V.P. Choudhari & ors executed a General Power of Attorney dt. 13/12/2017 (No. KLN-5/14297 of 2017) in favour of the said Developers.

(xix) By a registered Deed of Confirmation dt. 13/12/2017 (Document No. KLN-5/14298/2017) executed between M/s. Amber Buildcon & Mr. Vishavnath Pundlik Choudhari & ors, thereby they have confirmed the said Agreement for

Development dt. 28/09/20017 executed with M/s. Amber Buildcon. So also pursuant to the said Deed , the said V.P. Choudhari executed, a General Power of Attorney dt. 13/12/2017 (No. KLN-5/14299 of 2017), in favour of the partners of the said Developers.

(xx) By a registered Deed of Confirmation dt. 31/03/2018 (KLN-5/3412 of 2018) executed between M/s. Amber Buildcon & Prabhakar Pundlik Choudhari & ors they have confirmed the said Agreement for Development dt. 28/09/2017. So also executed a General Power of Attorney dt. 31/03/2018 (Document No. KLN-5/3413 of 2018) in favour of partners of M/s. Amber Buildcon to enable them to develop the said property.

(xxi) In response to return filed under section 6(i) by the Owners, the C.A & Dy Collector Ulhas Nagar Urban Agglomeration Thane, considering full reservations, declared vacant land held by Owners at Nil,vide his order u/s 8(4) bearing No. ULC/ULN/6-1/SR-122/Chole dt 23/10/1997.

(xxii) As per Development plan of KDMC the said property was & is reserved for public garden (reservation no.47), crematorium (reservation no.46), Parking place (reservation no.45), and D.P. Road, to which reservation few Owners objected for.

(xxiii) Pursuant to the notification of Urban Development Dept of Maharashtra Govt. bearing No. TPS-1813/3067/CR- 492/12/M Corp/AR/UD/13 dt. 02/05/2016 as against Reservation No.47 of Public garden on the said property admeasuring 8962.50 sq.mts, 70% area admeasuring 6273.75sq.mts of it, if developed as garden & handed over to the KDMC, the Owner become entitled to develop 30% garden Reservation i.e.2688sq.mts and consume on that area, entire reservation area. (Plot area)

(xxiv) In addition to the above, as against other reservations viz Crematorium, Parking space & D.P.Road the Owners will get 100% FSI under TDR scheme.

(xxv) When the heirs of aforesaid 2 sisters of the said Krushna Lodya Choudhari, observed that, after death of the said Krushna, the heirs of his brother viz Pundlik, brought themselves at Kabjeddar Sadar of the said property vide M.E. No.84 dt.20/04/1990, and there after the heirs of other 2 brothers viz Mangal & Shankar filed Appeal against the said M.E. being RTS Appeal No. 45/2007 and pursuant to the order dt,15/3/2008 passed in the said appeal, the names of the heirs pf Mangal & Shankar were brought at Kabjeddar Sardar vide M.E.No.409 dt 16/05/2009. M.E.No.412 dt 24/08/2009, filed a Civil Suit being RCS No. 350/2018

in Kalyan Civil Court, for declaring themselves as co-Owners of the of the said property, against the heirs of the said 3 maternal uncles. In the said suit, upon settlement outside the court, the heirs of 3 uncles, admitted their claim & filed joint Pursis in the said Pending Suit.

(xxvi) Pursuant to the said settlement, the heirs of late smt Sonubai Manglya Gaikar viz smt Jaibai Pandurang Gaikar & others, by a registered Agreement dt. 15/11/2018 (document No.12469/2018) executed between the said M/S Amber Buildcon being the Developers and themselves being Owners No.1, and the said smt Indubai Tulshiram Choudhari & 9 others being the Owners No.2 & the said Shri Bhagwan Pundlik Choudhri & 19 ors being the Owners No.3, confirmed the said Development Agreement dt.28/09/2017 (document No.11244/2017) & entrusted their development rights in respect of the said property, in favour of the said Developers, for the consideration & upon the terms & conditions more Particularly setout therein. So also executed an irrevocable General Power of Attorney dt.15/11/2018 (document No.12470/2018) In favor of the Partners of the said Developers.

(xxvii) So also the heirs of late smt Laxmibai Savlaram Bhoir viz Ananta Savlaram Bhoir & 5 others, by a registered Agreement dt 15/11/2018 (document No.12471/2018)executed between the said M/S Amber Buildcon being the Developers and themselves being the Owners No.1, and the said smt Indubai Tulsiram Choudhari & 9 ors being the Owners No.2, and the said shri Bhagwan Pundlik Choudhari & 19 ors being the Owners No.3, confirmed the said Development Agreement dt.28/09/2017 (document No. 11244/17) & entrusted their development rights in respect of the said property, in favour of the said Developers for the consideration & upon the terms & conditions more Particularly setout therein. So also executed an irrevocable General Power of Attorney dt.15/11/2018 (Document No.12472/2018) in favour of the Partners of the said Developers.

(xxviii) One of the brothers of the late Krushna Lodya Choudhri, Shri Mangal died Intestate leaving behind him his only married daughter 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.

(xxix) The said heir Mrs. Rajani Shivaji Pawar & her son Santosh Shivaji Pawar by a registered Agreement dt.10/01/2020 (document No.529/2020) executed between the said Developer being the Developers, themselves being the Owners No.1, the said Indubai Tulshiram Choudhari & 9 ors being the Owners No.2, and

the said Shri Bhagwan Pundlik Choudhari & 19 ors being the Owners No.3 and Shri Ashok Pundlik Choudhari being the Owner No.4, confirmed the said Agreement for Development dt.28/09/2017 (Document No.11244/2017) & entrusted the development rights in respect of their share in the said property, in favour of the said Developers, for the consideration & upon the terms and conditions more Particularly setout therein. So also executed an irrevocable General Power of Attorney dt 10/01/2020 (document No.530/2020) in favour of the Partners of the said Developers.

d) Thus Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

e) The Original Owner/Promoter is in possession of the project land

f) The Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) One building having Basement + stilt + upper floor.

g) On the strength of the aforesaid Power of Attorney, the Promoter have submitted a building proposal through their Architect M/S. STHAPATYA NIRMAAN & got the building plan sanctioned from the Kalyan Dombivli Municipal Corporation under permit No. KDMC/NRV/BP/DOM/CC/0038/18 dated 12/09/2018 in respect of the building to be erected on the said property.

h) Pursuant to the said sanctioned building plan the Promoter after paying conversion tax to the Revenue Authority have got converted the said property in to residential N.A user vide order No.Mhasul/T-2/Jaminbab-1/Rupantarankar/SR-138/18 dated 05/06/2018.

i) Subsequent thereto upon complying with the conditions under the permit, the Kalyan Dombivli Municipal Corporation has granted CC dated 12/09/2018 bearing permit No. KDMC/NRV/BP/DOM/CC/0038/18.

j) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called "**AMBER ONE**" (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter

k) The Promoter has entered into a standard Agreement with an Architect M/S. STHAPATYA NIRMAAN registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

l) The Promoter has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at Mumbai Vide its No. _____ authenticated copy is attached in Annexure 'F';

m) The Promoter has appointed M/s. SHANTI CONSULTANTS as a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

n) By virtue of the Development Agreement/Various Deeds of Confirmation, Consent/Supplementary Agreement/Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments and to receive the sale consideration in respect thereof;

o) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S. STHAPATYA NIRMAAN and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

q) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

r) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

s) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

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

u) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the 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.

v) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed, sanctioned plans.

w) The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in wing _____ situated in the building "**AMBER ONE**" being constructed in the _____ phase of the said Project,

x) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace are appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment (i.e. carpet area of the apartment is _____ sq. meters. and of the exclusive balcony area & open Terrace area is _____ sq. meters).

y) 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;

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

z-a) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. .;

z-b) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

z-c) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said (Apartment) and the covered parking(if applicable)

NOW THEREFORE THESE PRESENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building/s consisting of Basement(Pt) + stilt/Ground (pt) + Podium (pt) and 28 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority in this case the Kalyan--Dombivli Municipal Corporation from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee

in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. meters of Apartment & exclusive balcony area & open Terrace area is _____ sq. meters on floor in the building “**AMBER ONE**” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Scheduled B for the consideration of Rs. (Rupees _____).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Covered Parking bearing Nos. ____ situated at Basement, Ground Floor stilt, & Podium Stilt being constructed in the layout for the consideration of Rs. _____/-

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

1. (c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs (Rupees.....) in the following manner :-

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

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

iii. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Apartment is located. That is to say in the following manner

iv. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the walls of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the Internal Plaster of the said Apartment is located..

vi. Amount of Rs...../-(.....) (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 Apartment is located.

vii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1. (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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

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

1. (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three

percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 13400 square meters only and Promoter has planned to utilize Floor Space Index of _____ as will be applicable whichever is

more by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project either in the form of additional floors or separate wing or building and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

Promoter) within period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

However the Promoter shall have an option at their sole and absolute discretion to treat this Agreement as alive and subsisting or not if payment of unpaid amounts and A interest thereon as stated hereof is paid at once, in respect of all payments to be made by the Allottee/s to the Promoters under this Agreement (time is that of the essence of the contract). However, the s/Promoters shall not be bound to make any demand requiring the Allottee/s to make payment of the amount due to or to be due under this Agreement and the absence of demand notice shall not be put forward by the Allottee/s as an excuse for non-payment of any amount or amounts on the respective due dates.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give

possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of 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 Vendor/Lessor/Original Owner/Promoter and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the

building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs.500/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.5,000/- 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.10,000/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs.27,500/- for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs.7,000/- 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. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such

conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartments situated, including entrances of the building in which the Apartment

is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital 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.

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

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment]* and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. The Promoter have at present got sanctioned a Building plan for construction of **28** floors of FSI of about _____ sq.ft. carpet. 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 "**AMBER ONE**" 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. Shanti Consultant. In view thereof the Allottee/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.

19. The Allottee/s has prior to the execution of this Agreement satisfied himself/herself independently about the title of the other Promoter & Owners to the project land on which the said building is being constructed and the Allottee/s

shall not be entitled to investigate into the title of the Owner/Promoter 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 M/s. Patil Gangarkar & Co., Advocates is accepted by the Allottee/s and the same is binding upon the Allottee/s.

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

21 The said building shall always be known as "**AMBER ONE**" and the name of the Co-op Housing Society of all the Allottee/s in the said building shall always bear the first name as "**AMBER ONE**".

22. The Allottee/s admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the RERA Act and hereby agree/s and confirm that the Promoters shall have irrevocable rights for the proposes set out herein and the Promoter shall be entitled to exercise the same as if the Allotees has given prior written consent to the Promoter as required under the said Act and with a view to remove any doubts the Allottee/s hereby confer upon the Promoter the right and/or authority for the purposes set out herein below.

a) Without modifying the plan of the said Apartment, the /Promoters shall be entitled to amend, modify and/or vary the building plan and/or the layout and/or sub-division of plot and also the specifications in respect thereof.

b) The Promoter shall be entitled to consume such FSI as may be available in respect of the Project land or any part thereof or otherwise on the Project land at present or in future and for the purpose of consuming such balance and/or additional F.S.I to make extension and/or construct additional floors as the Promoters may think fit and proper. Such full consumption of available F.S.I is to be fully utilized by the Promoter before the conveyance in favour of the society / Association / Private Limited Company is executed.

c) The Allottee/s and/or the society shall not raise any objection on any ground as to the Promoter's right reserved hereunder.

d) The Promoters shall be entitled after consuming such and/or additional F.S.I by constructing Apartments, to sell such Apartments for such permissible

use as they may think fit and proper to such person or persons for such consideration as the Promoters may in their absolute discretion deem, fit and proper.

e) The Promoters shall also be entitled to consume additional and/or balance F.S.I available under D. C. Rules or by any special concession being granted by the Kalyan Dombivli Municipal Corporation or any other authorities including the FSI available in lieu of the road widening, set-back, reservation, terrace/staircase, floating FSI under the TDR Scheme etc. So also the premium FSI or any other FSI of what so ever nature.

f) The Allottee/s of the Apartment herein and all other Allottee/s of Apartments in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, stilt portion, open areas, inclusive of the garden area and that the right of Allottee/s is confined only to the Apartment agreed to be sold as such area belong and owned by the society / Association / Private Limited Company Federation alone.

g) The percentage of the undivided interest of the Allottee/s in the common areas and the facilities limited, or otherwise pertaining to the Apartment agreed to be sold herein shall be in proportion of the area of Apartment agreed to be sold hereunder to the common area and facilities limited or otherwise as disclosed by the Promoter to the Allottee/s.

h) Irrespective of the possession of the Apartment being given to the Allottee/s and/or the management being given to the ad-hoc committee of the Allottee/s or to the society / Association / Company the rights under this clause and/or under this Agreement's clauses and/or under this Agreement, reserved for the Promoters shall be subsisting and shall continue to vest in the Promoters till the conveyance is executed and the Promoters shall be entitled to execute the conveyance or procure the Deed of Conveyance reserving such rights in the said project land in favour of the Promoters as may be outstanding at the time of execution of the conveyance.

23. The Allottee/s agree/s and give/s his/her/their irrevocable consent that the Promoter shall have a right to make additions, alterations, amendments and changes in the Building plans and/or to the said building or any part thereof for any user or to change the user (excluding the said apartment) including to raise additional floors on the building or structures on the Project land or on open part or parts of the said building including on the terrace at any time either before or after transfer of the Project land and such right shall include the right to use and

consume floating FSI or the additional F.S.I Premium FSI which may be available in respect of the Project land or at any time in future by reserving such rights in conveyance or to make such amendments/alterations in the sanctioned plans as may be permitted by the Kalyan Dombivli Municipal Corporation or the other authorities and such additional structures or floor or the Apartments shall be the sole property of the Promoters who shall be entitled to deal with or dispose of the same as per their own free will.

24. The Allottees shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Promoters/Society/Association / Company and the Promoters shall have the exclusive use of the said terrace and the parapet wall till the project land is transferred to the Society / Association / Company.

25. The Allottee/s shall have no claim or right to any part of the project land and also to any other parts of the said building other than the said Apartment agreed to be purchased by him/her/them. All open spaces, parking places, lobbies, staircases, terrace, still compounds, fences, balance F.S.I etc. shall remain the property of the Promoters/ the Society/Associaton / Company.

26. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter, transfer forms , and other papers, necessary for becoming the member of the proposed Co-op Housing Society/Association / Company Federation

27. On possession being taken by the Allottee/s the Allottee/s shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Promoters regarding the said building or the said Apartment or anything connected therewith including quality of construction, material, additions or alterations etc and the same if any shall be treated and deemed to have been extinguished and/or waived.

28. The Allottee/s of the respective Apartments shall be entitled to use and occupy their respective Apartments only.

29. Nothing contained in these presents shall be construed as a grant in law of the Project land hereditaments and premises or any part thereof or the building thereon or the Apartment till the Promoters declare that the said project is completed.

30. The Allottee/s of the Apartment shall be made member of the society / Association / Company provided all the amounts payable by the Allottee/s under these presents are fully paid to the Promoters.

31. All the deposits payable to the Kalyan Dombivli Municipal Corporation, M.S.E.D.C.L. etc. for water connection and electricity charges or permanent deposits in respects of the said Apartment which become payable shall be paid or reimbursed to the Promoters by the Allottee/s.

32. Upon the possession of the said premises being delivered to the Allottee/s he /she/they shall be entitled to use and occupy the said premises and he/she/they shall have no claim against the Promoters in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Promoters shall be the statutory liability under RERA.

33. The Allottee/s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber or deal with or dispose of or part with his interest possession or the benefit of this Agreement in the said premises or assign, under let or part with his/their interest and the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid up and only if the Allottee/s is not guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s obtain prior written consent from the Promoters and/or society / Association / Company in the event of any such permitted, transfer or assignment the Allottee/s shall pay transfer fee to the Promoters, society / Association / Company for grant of any such permission. Even after transfer of the project land or Part thereof to the society / Association / Company the bye-laws of the society shall provide that no member shall transfer or encumber his Apartment/ car parking space or give it on leave and licence basis or part with the possession of the said Apartment without the previous consent in writing of the society / Association / Company.

34. The Allottee/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoters during the defect liability period and if any such alterations, additions or changes are being carried out by the Allottee/s herein or other Allottee/s of the Apartments then in such case the Promoters herein shall be released and discharged from the obligation to rectify or repair the said structural defect/s.

35. The Allotee/s shall not be entitled to the closing of the varandha or balconies or make any alteration or changes in the elevation and outside colour scheme of the Apartment to be acquired by him/her/them.

36. The Allotee/s shall not be entitled to claim a partition of his/her/their share in the project land and/or the said building and the same shall always remain undivided and impartial

37. If the Allotee/s neglects omits or fails for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Allotee/s under the terms and conditions of the Agreement (whether before or after delivery of possession) within the time herein specified or if Allotee/s in any other way fails to perform or observe any of the covenant and stipulations on his/her/their part herein contained or referred to or prevents the Promoter/s right as provided in this Agreement, then in that event the Promoters shall be entitled to resume the possession of the said Apartment and this Agreement, shall cease and stand terminated and the earnest money / Application amount already paid by the Allotee/s to the Promoters shall stand absolutely forfeited to the Promoters and the Allotee/s shall have no claims for refund or repayment of the said earnest money / Application amount and the Allotee/s hereby agree/s to forfeit all his rights, title and interest in the said Apartment and under this Agreement and in such event the Allotee/s and/or his nominees shall also be liable to immediate ejection as a trespasser.

38. In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Allotee/s, this Agreement shall at the option of the Promoters come to an end and all rights of the Allotee/s in respect of the Allotee/s and the said money shall extinguish and come to an end and the Allotee/s shall not be entitled to take any objections or proceedings or make any claim in respect thereof. On such termination being made the Promoters shall refund the entire amount paid by the Allotee/s to the Promoter till that date to the Allotee/s after deduction and/or forfeiture of requisite amount thereof.

39. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allotee/s by the Promoters shall not be constructed as a waiver on the part of the Promoters or any breach or non-compliance of any of the terms and conditions of the Agreement by the Allotee/s nor shall the same in any manner prejudice the rights of the Promoters.

40. All the documents for admitting the Allottee/s as the bonafide member of the said Society/ Association / Company and all other documents required to be executed shall be prepared by the Advocates of the Promoters. The professional charges of the Advocates of the Promoters as also all out of pocket expenses including stamp duty, registration charges, as also the costs, charges and expenses for admitting the Allottee/s as the members of the said Co-operative Society / Association / Company shall be borne and paid by all the parties and persons including the Allottee/s who has/have agreed to take, acquire the Apartment in the said building proportionately and/or by the society/Association Company . The Promoter may in the first instance pay the aforesaid costs, charges and expenses out of the amount already deposited/ to be deposited by the Allottee/s in terms of clause 10 above and in the event of such cost, charges and expenses being excess of the deposit so received by the Promoters the Allottee/s in that behalf pay the proportionate excess. The Allottee/s shall also pay the deposit to be made with the M.S.E.D.C.L. for the electric meter to be installed in the premises.

41. As soon as the building is notified by the Promoters as complete and ready for use and occupation each of the holder of Apartment / car parking spaces including the Allottee/s herein shall pay the entire respective arrears of Purchase price or otherwise payable by her/him/them in respect of his/her/their Apartment within 7 days of the receipt of such notice (time is of the essence of the contract) in this regard received individually or put at some prominent place in the said building. If any of the Apartment / car parking space holder fails to pay the arrears as aforesaid the Promoters shall be entitled to forthwith terminate this premises to forfeit all such moneys paid by the Allottee/s to the Promoter till then. On such termination the Allottee/s right under this Agreement and to the said Apartment shall stand forfeited and the Promoters shall be entitled to sell the Apartment to such person on such terms and conditions and he/she shall have no objection for the same nor shall he/she have any claim whatsoever to the price realised on such sale, provided it does not in any way affect or prejudice the right of the Allottee/s in respect of the said Apartment the Promoters shall be at liberty to sell assign, transfer or otherwise deal with the right, title and interest in the building to be constructed thereon.

42. The Allottee/s shall be liable to bear and pay the proportionate share i.e. in proportion to the area of the said Apartment all the outgoings in respect of the project land and the buildings constructed thereon, 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 bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the buildings until the Society, Association or Company is formed and the project Land and the buildings constructed thereon is transferred to such Society, Association or Company. The Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time. The Allottee/s further agrees that till the Allottee/s share is so determined, the Allottee/s shall pay in advance to the Promoter provisional contribution of Rs. _____/- (Rupees _____ Only) for two years towards such outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed, in favour of the Society, Association or Company as aforesaid. Subject to the provisions of of the RERA on such conveyance being executed the aforesaid, the deposits (less deduction provided for under this agreement) shall be paid over by the Promoter to the Society / Association or Company. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly, on or before the fifth day of each and every month in advance and shall not withhold the same for any reason whatsoever.

43. BINDING EFFECT

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

44. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and

supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

45. RIGHT TO AMEND

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

46. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

47. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

48. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

49. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

50. PLACE OF EXECUTION

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

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

52. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee's Address)
Notified Email ID: _____

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

53. JOINT ALLOTTEES

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

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

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

56. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan/Thane courts will have the jurisdiction for this Agreement.

57. This Agreement shall always be subject to the provisions contained in the RERA 2016 and the Rules made thereunder or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

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

SCHEDULE 'A'

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT pieces or parcels of agricultural land admeasuring 1H 34R 0P Akar Rs. 28.62 situate, lying, and being at Village Kanchangaon, Taluka Kalyan, District Thane within the limits of Kalyan-Dombivli Municipal Corporation and in the Registration Distinct Thane and Sub-District Kalyan, bearing S. No. 102/1C (old S. No. 74/2) and bounded as under :

On or towards the East by :
On or towards the West by :
On or towards the South by :
On or towards the North by :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

M/S. AMBER BUILDCON :
THROUGH ITS PARTNER/S :
MR. PRITESH KANTILAL PATEL :
PAN NO.: **ABCFA4864F** :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____ :
PAN NO.: _____ :
AADHAR NO.: _____ :

(2) _____ :
PAN NO.: _____ :
AADHAR NO.: _____ :

In the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

RECEIPT

RECEIVED of and from the within named Purchaser
_____ an amount of
Rs. _____ (Rupees _____
_____ Only) following details being the EMD & part
consideration agreed to be paid by him/her to us.

Cheque No.	Date	Bank/Branch	Amount

Rs. _____ /-

WE SAY RECEIVED

FOR M/S. AMBER BUILDCON

(DEVELOPERS/PROMOTERS)

PARTNER

Witness :

Name _____

Signature _____

Name _____

Signature _____