

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at **THANE**,
on this ____ day of _____ 2024

BETWEEN

M/S. AMAATRA TROPICAL BUILDWELL PRIVATE LIMITED, (PAN NO. AAZCA1532B), having registered office address at 7th Floor, Sun Plaza, Hari Om Nagar, off E.E highway, Mumbai – 400081, Through its Directors **1) MR. ANWAR SALIM KHAN**, Age : 42 Years, (PAN NO. AJLPK9641B), Occ. Business, **2) MR. UMESH GUPTA**, Age: 45 Years, (PAN NO. AFEPG6581R), Occ. Business, **3) MR. ANSH SANJIV MALIK**, Age: 32 Years, (PAN NO. BTTPM2764C), Occ. Business, hereinafter referred to as the **“PROMOTER”** (which expression shall unless it be

repugnant to the context or meaning thereof mean and include all the Partners for the time being constituting the said firm, their survivor or survivors and their respective heirs, executors, administrators and assigns) of the **ONE PART**;

AND

1. _____ Age _____ Years, (PAN No. _____), Occupation : _____,

2. _____ Age _____ Years, (PAN No. _____), Occupation : _____,

residing _____ at

_____, hereinafter collectively referred to as **“The Purchaser/s”** (which expression shall, unless contrary to the context or meaning thereof, meaning and include his/her/their heirs, representatives, executors and assigns) of the **Other Part**;

WHEREAS:-

(A) (i) Shri. Abdul Kadir Shaikh Mohammad and others (hereinafter referred to as the “original owners”) have entered into an Agreement for Sale with Mr. Shaikh Ali Shaikh & others and become the owners and well and sufficiently entitled to all those vacant piece or parcel of land bearing Survey No. 170/Part admeasuring 44,044 Sq. Yards, equivalent to 36,826.07 Sq. Mars. or thereabouts situated at Village Kavesar, Taluka and District Thane (hereinafter referred to as “the First Property”);

(ii) The original owners entered into an Agreement for Sale dated 14/03/1988, registered with the Sub-registrar of Assurances at Thane under Serial No. 1881 of 1988, with one Shanan Estates and investments Pvt. Ltd. for sale of the First property at or for

the consideration and on the terms and conditions therein contained.

(iii) By an Agreement for Sale dated 08/11/2002 registered with the Sub-Registrar of Assurances at Thane under serial No. 5876 of 2002, the said Shanan Estates and Investments Pvt. Ltd. agreed to sell, transfer and assign all their rights, title and interest in the First Property and the benefit of the aforesaid Agreement dated 14/03/1988 in favour of M/s. Shree Sai Enterprises at or for the consideration and on the terms and conditions therein contained.

(iv) Pursuant to the said Agreement for Sale dated 08/11/2002, the said Shanan Estates and Investments Pvt. Ltd. executed a Substituted Power of Attorney dated 08/11/2002 in favour of M/s. Shree Sai Enterprises to do all acts, things, matters for the purpose of development of the First Property. The said Substituted Power of Attorney is registered with the Sub-Registrar of Assurance Thane under Serial No. 296.

(v) By an Agreement for Development dated 08/11/2002 executed between M/s. Shree Sai Enterprises, therein referred to as the owners of the one part and Yashodadevi Co-operative Housing Society Ltd., therein referred to as the Developer of the other part, the Owners therein agreed to grant to the Yashodadevi Co-operative Housing Society Ltd., therein the Development rights in respect of the portion admeasuring 8500 Sq. Mtrs. out of the First Property along with the benefits of the aforementioned Agreements at or for the consideration and upon the terms and conditions therein contained. The said Agreement dated 08/11/2002 is registered with the sub-registrar of Assurance, Thane under Serial No. 5877/2002 on 11/11/2002.

(vi) pursuant to the said Agreement dated 08/11/2002, M/s. Shree Sai Enterprises, executed a Substituted Power of Attorney

dated 08/11/2002 in the names of the persons nominated by Yashodadevi Co-operative Housing Society Ltd., to do all acts, things, matters for the purpose of the Development of the portion admeasuring 8500 Sq. Mtrs. out of the First Property. The said substituted Power of Attorney is registered with the sub-registrar of Assurance, Thane under Serial No. 297.

(vii) By order bearing No. ULC/TA/T.No.4/Vadavali/ Kavesar/Sr. A 131 dated 15/01/2003, the Addl. Collector and Competent Authority, Thane declared the Original owners to be surplus land holders to the extent of 20,785.75 Sq. Mtrs. under the provision of the section 8(4) of the ULC Act subject to the terms and conditions mentioned therein.

(viii) By order vide No. ULC/TA/W.S.H.S.20/ Special Dispension Scheme / SR-1258 dated 15/01/2003, the Addl. Collector and Competent Authority exempted the aforesaid surplus land area under section 20(1)(a) of the ULC Act subject to the terms and conditions therein contained.

(ix) By order bearing No. ULC/TA/ATP/Sec.20/ S.R./1285 dated 15/01/2003, the Addl. Collector and Competent Authority, Thane granted the Original Owners the permission to amalgamate the plots mentioned in the aforesaid Order under section 20(1)(a) of the ULC Act, upon the terms and conditions mentioned therein.

(x) On behalf of the original owners, M/s. Shree Sai Enterprises have submitted plans in respect of the first property to the Thane Municipal Corporation which have been sanctioned under V.P. No. 2002/24/TMC/1384 dated 05/07/2003.

(xi) By Supplemental Agreement dated 18/05/2004, executed between M/s. Shree Sai Enterprises, therein referred to as the Owners of the One Part and Yashodadevi Co-operative Housing

Society Ltd., therein referred to as the Developers of the other part, the Owners therein agreed to grant to the Yashodadevi Co-operative Housing Society Ltd., the development rights in respect of the additional portion admeasuring 1200 Sq. Mtrs. out of the First Property along with the benefits of the aforementioned Agreements at or for the consideration and upon the terms and conditions therein contained. The said Supplemental Agreement dated 18/05/2004 is registered at Sr. No. TNN-5-3721-2004, with Sub-Registrar, Thane-5.

(xii) By virtue of the Agreements aforementioned, M/s. Shree Sai Enterprises, became entitled to the Development rights in respect of the First Property save and except the portion admeasuring 9700 Sq. Mtrs. out of the first property and Yashodadevi Co-operative Housing Society Ltd., were entitled to the development rights in respect of the portion admeasuring 9700 Sq. Mtrs. out of the First Property.

(B) (i) One Bharat Chandulal Nanavati and one Smt. Mandakini Jagdish Nanavati were the owners of the immovable property bearing Survey No. 168, admeasuring 4830 Sq. Mtrs. Survey No. 169 admeasuring 10,550 Sq. Mtrs. and Survey No. 170 (P) admeasuring 42,500 Sq. Mtrs. totally admeasuring 57,880 Sq. Mtrs. equivalent to 69,224.48 Sq. Yds. situated at Village Kavesar, Taluka and District Thane hereinafter referred to as “the Second Property”). The said Shri. Bharat Nanavati and Smt. Mandakini Nanavati had purchased the Second Property from (1) Shaikh Ali Shaikh Mohammad Avrocar, (2) Moiuddin Ammasaheb and (3) Hassanmiya Sarfuddin (hereinafter for sake of brevity referred to as ‘the holders’), by and under Deed of Sale dated 25/08/1964 which is registered with the Sub-registrar of Assurance, Thane under serial No. 1321/2/15.

(ii) By an Agreement for sale dated 26/12/1994 read with Deed of Confirmation dated 26/03/1997, the said Smt. Mandakini

Jagdish Nanavati has agreed to sell all her undivided share, right, title and interest in the Second Property in favour of M/s. Thakkar Land Development Corporation at or for the consideration and on the terms and conditions therein contained. The said Deed of confirmation dated 26/03/1997 registered with the sub-registrar of Assurance, Thane under serial No. 1559/97.

(iii) By an Agreement for Sale dated 22/05/1995 made between the heirs of the holders therein referred to as the transferors of the one part and one Shri. Rashes Jayantilal Paun therein referred to as the Transferee of the other part, the Transferors therein agreed to sell, convey and transfer their rights, title and interest in the Second Property to the transferees therein at or for consideration as the said Bharat Nanavati and Smt. Mandakini Nanavati did not make entire consideration to the Holders or their heirs since they deceased.

(iv) Subsequent to the execution of the said Agreement dated 22/05/1995 a dispute arose between the said Shri. Paun and the heirs of the Holders and as a result thereof, the said Shri. Paun had filed a suit being Special Civil Suit No. 1336 of 1996 in the Court of the Civil Judge (S.D.) Thane at Thane against the heirs of the Holders for specific performance and injunction.

(v) The said dispute was thereafter amicably settled and the consent terms were filed in the said suit.

(vi) By an Agreement for Development dated 30/01/2003 and registered with the Sub-Registrar of Assurance at Thane under serial No. 675 of 2003, the said Bharat Chandulal Nanavati agreed to give for development and ultimately to sell, transfer and assign all his 90% share, right, title and interest in the second property in favour of M/s. Shiv Sai Developers, at or for the

consideration and on the terms and conditions therein contained.

(vii) Pursuant to the Agreement dated 30/01/2003, the said Bharat Chandulal Nanavati executed a Power of Attorney dated 30/01/2003 in favour of persons nominated by M/s. Shiv Sai Developers to do all acts, deeds, matters in respect of his 90% share, right, title and interest in the Second Property. The said power of Attorney is notarized and registered with the sub-Registrar of Assurances, Thane under serial No. 41.

(viii) By a Deed of Rectification dated 04/02/2003 the Share, right, title and interest in the Second Property of the said Smt. Mandakini Jagdish Nanavati was agreed to be 10% share. The said Deed of Rectification dated 04/02/2003 is registered with the Sub-Registrar of Assurance Thane under serial No. 756/2003.

(ix) By an Agreement for Development dated 04/02/2003, registered with the sub-registrar of Assurance at Thane, the said M/s. Thakkar Land Development corporation has with the consent and confirmation of the Smt. Mandakini Jagdish Nanavati agreed to give for development and ultimately to sell, transfer and assign all her 10% share, right, title and interest in the second property in favour of M/s. Shiv Sai Developers at or for the consideration and on the terms and conditions therein contained.

(x) Pursuant to the Agreement dated 04/02/2003, the said Smt. Mandakini Jagdish Nanavati executed a Power of Attorney dated 04/02/2003 in favour of persons nominated by M/s. Shiv Sai Developers to do all acts, deeds, matters in respect of her 10% share, right, title and interest in the second property. The said Power of Attorney is notarized and registered with the Sub-Registrar of Assurance, Thane under serial No. 48.

(xi) M/s. Shiv Sai Developers was well aware that the said Rajesh J. Paun does not have any right, title and interest in the said larger property, but in order to avoid complications and litigations, M/s. Shiv Sai Developers agreed to purchase the Second Property at or for the consideration and upon the terms and conditions therein contained.

(xii) By order dated 10/10/2003, the Addl. Collector and Competent Authority, Thane declared the said Bharat and the said Mandakini to be surplus land holders to the extent of 33,892 sq. Mtrs. under the provisions of the section 8(4) of the ULC Act subject to the terms and conditions mentioned therein.

(xiii) By order vide No. ULC/TA/W.S.H.S.20/ Special Dispension Scheme/Sr. 1362 dated 04/11/2003, the Addl. Collector and competent Authority exempted 23,346 Sq. Mtrs. out of the aforesaid surplus land under section 20(1)(a) of the ULC Act subject to the terms conditions therein contained.

(xiv) By order bearing No. ULC/TA/ATP/Sec. 20/S.R./1362 dated 10/12/2003, the Addl. Collector and Competent Authority, Thane granted the said Bharat and the said Mandakini the permission to amalgamate the aforesaid exempted land upon the terms and conditions therein mentioned.

(xv) The heirs of the Holders have filed suit bearing Special Civil Suit No. 111 of 2004 against the said Paun, Shri. Bharat Nanavati, Smt. Mandakini Nanavati and Collector, Thane along with the Application for Injunction in the Court of the Civil Judge (S.D.) Thane. However, no ad interim Order has been passed by the Hon'ble Court in the above suit against the Defendants therein and the said suit along with the injunction application is pending disposal.

(xvi) By virtue of the above, M/s. Shiv Sai Developers was entitled to the development rights in respect of the Second Property;

(C) (i) The Original owners are also owners of otherwise well and sufficiently entitled to all those pieces or parcels of land bearing Survey No.166/29 admeasuring 1000 sq. Mtrs. and Survey Ne.166/31 admeasuring 2100 Sq. Mtrs. totally admeasuring 3100 Sq. Mtrs. situate at village Kavesar, Taluka & District Thane, hereinafter referred to as "the Third Property".

(ii) By Development Agreement dated 14/01/2002 read with Deed of Confirmation dated 10/06/2003 made and entered into between the Original Owners and one M/s. Shanan Estate and Investment Pvt. Ltd. (hereinafter referred as "the said Shanan") the Original owners agreed to grant development rights in respect of the Third Property to the said Shanan at or for the consideration and upon the terms and conditions therein contained. The said Deed of Confirmation dated 10/06/2003 along with the Development Agreement is registered with the Sub-registrar of Assurance, Thane under serial No. 3633/2003 on 10/06/2003.

(iii) Pursuant to the said Development Agreement dated 14/01/2002 the Original owners executed a power of attorney dated 10/06/2003 in favour of the person nominated by the said Shanan to do all acts, deeds things in respect of the Development of the third property. The said power of attorney is registered with the sub-registrar of Assurance, Thane under serial No. 298/2003.

(iv) By Development Agreement dated 28/01/2004 registered with the Sub-registrar of Assurance, Thane under serial No. 622/2004, the said Shanan agreed to grant the development rights in respect of the third property together with the benefits of the said Development Agreement dated 10/06/2003 to M/s.

Darshan Enterprises at or for the consideration and upon the terms and conditions therein contained.

(v) Pursuant to the said Development Agreement dated 28/01/2004 the said Shanan executed a Substituted Power of Attorney in favour of M/s. Darshan Enterprises on 28/01/2004 at the same is registered with the sub registrar of Assurance Thane under serial No. 70.

(vi) By virtue of the above, M/s. Darshan Enterprises was entitled to the development rights in respect of the Third Property.

(vii) All the Owners had submitted a combined lay-out plan of the First Property, the Second Property and the Third Property to the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') for its sanction and approval. The said plan was sanctioned by the Corporation vide Permit No. TMC/TDD/4895/V.P. No. 2003/24. As per said sanctioned layout, the First Property, Second Property and Third Property is consisting of four plots viz. Plot-A, Plot-B, Plot-C and Plot-D and as the 40.0 M D.P.Road is passing across the First, Second & Third Property, there is a natural sub-division between Plot A,B & D.

(viii) As per the aforesaid sanctioned plan, portion admeasuring 2040 Sq. Mtrs., or thereabout out of Third Property came under Plot-A to be developed by M/s. Shiv Sai Developers. Therefore, it has been mutually agreed between M/s. Shiv Sai Developers and M/s. Darshan Enterprises that the M/s. Darshan Enterprises shall grant the development rights in respect of the portion admeasuring 2040 Sq. Mtrs., out of the Third Property to M/s. Shiv Sai Developers and in exchange/consideration thereof, M/s. Shiv Sai Developers shall grant development rights in respect of the portion admeasuring 2040 Sq. Mtrs., out of the Second Property to M/s. Darshan Enterprises. Accordingly, M/s. Shiv

Sai Developers and M/s. Darshan Enterprises were entitled to appropriate sale proceeds in respect of their aforesaid exchanged portions as they deem fit & proper.

(ix) Ashapura Habitats Private Limited, being desirous of obtaining development rights for and in respect of the Plot B had approached the respective Owners and requested them to entrust development rights in respect thereof to them;

(x) By Development Agreement dated 18/05/2004 made and executed between Yashodadevi Co-operative Housing Society Ltd., therein referred to as the Owner No. 1, M/s. Shree Sai Enterprises, M/s. Shiv Sai Developers, M/s. Darshan Enterprises therein referred to as the Owner Nos. 2, 3 & 4 respectively and Ashapura Habitats Private Limited, therein referred to as the Developers, the Owners therein have agreed to entrust the development rights in respect of the portion admeasuring 11740 Sq. Mtrs., together with right to consume thereon sanctioned FSI of 14675 Sq. Mtrs., out of Plot 'B' plus 330 Sq. Mtrs. T.D.R. in favour of Ashapura Habitats Private Limited ;

(xi) Pursuant to the said Development Agreement dated 18/05/2004, Yashodadevi Co-operative Housing Society Ltd., M/s. Shree Sai Enterprises, M/s. Shiv Sai Developers, and M/s. Darshan Enterprises had executed a Power of Attorney in favour of Ashapura Habitats Private Limited herein on 18/05/2004 to do all acts, deeds, things in respect of development of the said property;

(xii) As per the Development Agreement dated 18/05/2004 made and executed between the Yashodadevi Co-operative Housing Society Ltd., therein referred to as the Owner No. 1, M/s. Shree Sai Enterprises, M/s. Shiv Sai Developers, M/s. Darshan Enterprises therein referred to as the Owner Nos. 2, 3 & 4 respectively and Ashapura Habitats Private Limited, the said

Ashapura Habitats Private Limited have agreed to give following consideration to the Owners therein;

(a) Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) to be paid to Owner No. 4 M/s. Darshan Enterprises, at the instance of Yashodadevi Co-operative Housing Society Ltd., M/s. Shree Sai Enterprises, M/s. Shiv Sai Developers (the owner Nos. 1, 2 and 3 therein).

(b) In addition to monetary consideration, Ashapura Habitats Private Limited had agreed to allot 27 % of the constructed premises. Out of 27% the Developers had agreed to allot to Yashodadevi Co-operative Housing Society Ltd., 'A' Type building No. 5 comprising of Stilt plus seven upper floors and building No. 6 i.e. Community Hall, total area admeasuring 2696.79 Sq. Mtrs., which is equivalent to 66.56 % of the constructed premises (i.e. 27%), free of costs and remaining area was allotted to M/s. Darshan Enterprises.

(xiii) Ashapura Habitats Private Limited have constructed the building No. 5 of Yashodadevi C.H.S. Ltd., however, the Building No. 6 i.e. Community Hall remained to be constructed. As per Agreement dated 27/04/2017 registered at Sr. No. TNN-2-4528-2017, executed between Yashodadevi C. H. S. Ltd., therein referred to as the Owner No. 1, M/s. Shree Sai Enterprises, M/s. Shiv Sai Developers, M/s. Darshan Enterprises therein referred to as the Owner Nos. 2, 3 & 4 respectively and Ashapura Habitats Private Limited, therein referred to as the Developers, it is agreed by and between the parties that, at the request of the Yashodadevi C.H.S. Ltd., Ashapura Habitats Private Limited will not construct the Community Hall Portion and instead pay a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to Yashodadevi C.H.S. Ltd. It was further agreed that the Yashodadevi C. H. S. Ltd., shall construct the Community Hall or any other structure as per their choice and at their own cost,

charges, expenses, risk and responsibility, and the Ashapura Habitat Private Limited shall not be liable and/or responsible for the same.

(xiv) As per the said Agreement, the Yashodadevi C. H. S. Ltd. was entitled to construct the said Community Hall or any other structures on the Community Hall Portion at their own costs.

(xv) The office bearers of the Yashodadevi C. H. S. Ltd., approached to **Architect Mr. Pravin Jadhav** for ascertaining the balance F. S. I. out of the agreed constructed area admeasuring 2696.79 Sq. Mtrs. It is learnt that, after consuming the available F.S.I., while constructing the Building No. 5, there is balance F.S.I. of 327 Sq. Mtrs., out of agreed consideration to be given to the Vendors herein. It is also learnt that T.D.R. can be purchased and utilized for constructing the additional building as per the Development Control Rules for City of Thane.

(xvi) The Yashodadevi C. H. S. Ltd., in its Special General Body Meeting held on 31/01/2017 discussed the issue regarding construction of additional building in the premises of the Society by acquiring T.D.R. However, due to paucity of funds, it is not possible to the Yashodadevi C. H. S. Ltd., to construct the additional building by purchasing the T.D.R. therefore, the Yashodadevi C. H. S. Ltd., had decided to grant the development rights in respect of piece and parcel of land admeasuring 386 Sq. Mtrs., together with right to consume F.S.I. admeasuring 327 Sq. Mtrs., out of Survey No. 170/P, 169, 166/29 & 166/31, situated at Village Kavesar, Taluka and District Thane.

(xvii) By a Development Agreement dated 27th April, 2017 (duly registered at Sr. No.TNN-2-4529-2017, with Sub-Registrar, Thane-2), executed between the Yashodadevi C. H. S. Ltd., and M/s. Oracon LLP, the Yashodadevi C. H. S. Ltd., granted to M/s. Oracon LLP, the development rights in respect of piece and parcel

of land admeasuring 386 Square Meters together with right to consume F.S.I. admeasuring 327 Square Meters, out of total land admeasuring 11,740 square meters together with right to consume 14,675 square meters sanctioned FSI of the Plot -B forming part of the land bearing Survey No.170 (Part), admeasuring 44,044 square yards equivalent 36,826.07 square meters and Survey No.168 admeasuring 4,830 square meters, Survey No.169, admeasuring 10,550 square meters, Survey No.170 (Part), admeasuring 42,500 square meters situate lying and being at Village Kavesar, Taluka and District Thane;

(xviii) The Yashodadevi Co-operative Housing Society Ltd., has also executed a Power of Attorney dated 27th April, 2017, in favour of the M/s. Oracon LLP and the same is registered at Sr. No.TNN-2-4530-2017, with Sub- Registrar, Thane-2 ;

(xix) After execution of the said Development Agreement and before handing over the plot to Vendor herein, the Vendor herein pointed out to the Yashodadevi C. H. S. Ltd., that the said property has not been given to Vendor herein in a state that Vendor can undertake the construction work straightaway as was mutually agreed, prior to the entering into the Development Agreement by the Society and Vendor herein. The Yashodadevi C. H. S. Ltd., again negotiated with Vendor herein and then they mutually decided that the Yashodadevi C. H. S. Ltd., will hand over the said property in such a state that the construction work can start and that the Yashodadevi C. H. S. Ltd., shall undertake works like demolition of old existing part structure, removal of debris to outside city limits, levelling, providing approach to the plot, demolition of compound wall and removal, tree cutting and removal, and such other activities like helping in providing electricity connection ;

(xx) The Yashodadevi C. H. S. Ltd., further agreed to engage their own consultant for accomplishment of the above tasks and

Liasioning with various authorities for speedy handing over and for the said purpose the Yashodadevi C. H. S. Ltd., demanded from the Vendor herein, an additional consideration of Rs.1,00,00,000/- (Rupees One Crore Only). The Vendor herein agreed to the same, therefore the Yashodadevi Co-operative Housing Society Ltd., and Vendor herein mutually agreed to execute a Supplementary Development Agreement and record the terms and conditions of payment of the additional consideration and the work to be carried out by the Yashodadevi C. H. S. Ltd.;

(xxi) By a Supplementary Agreement dated 10th August, 2017 (duly registered as Document No.TNN-2-8752-2017, with Sat. Sub-Registrar, Thane-2), executed between the Yashodadevi C. H. S. Ltd., and Vendor herein, the Yashodadevi C. H. S. Ltd., granted to Vendor herein i.e. Oracon LLP, development rights in respect of piece and parcel of land admeasuring 386 square meters. together with right to consume F.S.I. admeasuring 327 square meters, out of total land admeasuring 11,740 square meters together with right to consume 14,675 square meters sanctioned FSI of the Plot -B forming part of the land bearing Survey No.170 (Part), admeasuring 44,044 square yards equivalent 36,826.07 square meters and Survey No.168 admeasuring 4,830 square meters, Survey No.169, admeasuring 10,550 square meters, Survey No.170 (Part), admeasuring 42,500 square meters situate lying and being at Village Kavesar, Taluka and District Thane.

(xxii) The revenue department has renumbered the Survey numbers numerically and as per the Survey carried out by the Vendors, the said property falls within the Survey No. 170/2 of Village Kavesar, Taluka and District Thane. Thus the Vendor herein has acquired the development rights in respect of piece and parcel of land admeasuring 386 square meters. together with right to consume F.S.I. admeasuring 327 square meters, on Survey No. 172/2 of Village Kavesar, Taluka and District Thane,

out of total land admeasuring 11,740 square meters together with right to consume 14,675 square meters sanctioned FSI of the Plot -B forming part of the land bearing Survey No.170 (Part), admeasuring 44,044 square yards equivalent 36,826.07 square meters and Survey No.168 admeasuring 4,830 square meters, Survey No.169, admeasuring 10,550 square meters, Survey No.170 (Part), admeasuring 42,500 square meters situate lying and being at Village Kavesar, Taluka and District Thane, (hereinafter for sake of brevity referred to as the “said property”). The Village Form 7/12 Extract in respect of Survey No. 170/2 of Village Kavesar, Taluka and District Thane is annexed hereto as **ANNEXURE-A.**

(xxiii) By Deed of Transfer of Development Rights dated 18/01/2024, (duly registered at Sr. No. TNN-11-1083-2024 with Sub-Registrar, Thane-11), M/s. Oracon LLP transferred in favour of Promoter herein, the development rights in respect of the said property i.e. piece and parcel of land admeasuring 386 Square Meters together with right to consume F.S.I. admeasuring 327 Square Meters, on Survey No. 170/2 of Village Kavesar, Taluka and District Thane, out of total land admeasuring 11,740 square meters together with right to consume 14,675 square meters sanctioned FSI of the Plot -B forming part of the land bearing Survey No.170 (Part), admeasuring 44,044 square yards equivalent 36,826.07 square meters and Survey No.168 admeasuring 4,830 square meters, Survey No.169, admeasuring 10,550 square meters, Survey No.170 (Part), admeasuring 42,500 square meters situate lying and being at Village Kavesar, Taluka and District Thane, along with the right to develop the same in accordance with the Development Control Regulations by exploiting to the fullest extent and by utilizing entire F.S.I. available/to be availed in respect thereof including the use of Transferable Development Rights (TDR) as may be permitted to use therein by the Planning Authority, (hereinafter for sake of brevity referred to as the “said

property”), more particularly mentioned in the **first schedule** written hereunder.

(xxiv) M/s. Oracon LLP has also executed a Irrevocable General Power of Attorney dated 18/01/2024, in favour of the Promoter herein and same is registered at Sr. No.TNN-11-1085-2024, with Sub- Registrar, Thane-11 ;

(xxv) Thus, the Promoter herein, is well and sufficiently entitled to develop the said property by consuming available F.S.I. in respect of the said property and by loading, consuming and utilizing the FSI in the form of DRC on the said property, as may be permissible under the Unified Development Control And Promotion Regulations,(UDCPR) in force in respect of the said property and/or to transfer, assign their rights either fully or partly, unto the intending party;

(xxvi) Promoter is intending to develop the said property and with a view of developing the Said Property by consuming available FSI and loading thereon the road FSI and the TDR, the Promoter appointed M/s. _____, registered with Council of Architects, which Agreement is as per the form prescribed by the Council of Architects and also appointed _____, Structural Engineer for preparation of the plans, specifications, structural designs and drawings of the buildings to be constructed in the Said property and the Promoter agrees to accept the professional supervision of the said Architect and Structural Engineer till the completion of the project proposed to be implement on the said property, so long as the Said Architect and Structural Engineer do not commit any breach or default as regards terms agreed with them and their professional duties;

(xxvii) The lay out, plans for the proposed buildings to be constructed on the said property have been sanctioned by the Thane Municipal Corporation (hereinafter referred to as ‘Local

Authority') by its sanctions, interalia, bearing Construction Permission No. V.P. No. _____. The Copy of the said Permission dated __/__/_____is annexed hereto as **ANNEXURE "B"**. The Thane Municipal Corporation has issued Commencement Certificate No. V.P. No. _____ dated __/__/2024and granted permission to the promoter to construct a building on the said property. The copy of the Commencement Certificate dated ____ is annexed hereto as **ANNEXURE "C"**;

(xxviii) Mr. Kisan D. Sukre, Advocate, Thane, by his Certificate of Title dated _____ has certified the title of the Promoter to the said property and authority of the Promoter, to develop the said property and to sell the premises constructed on the said property to prospective purchaser/s. The Copy of said Certificate of Title is annexed hereto and marked as **ANNEXURE "D"**;

(xxix) The Promoter hereto while obtaining sanction to the said Approved Plans from the concerned Authorities have paid scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premiums etc. While sanctioning the said approved plans, said local authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said property and constructing building on the said property and upon due observance and performance of which only, the completion and Occupation Certificate in respect of the building shall be granted by the said local authority;

(xxx) The Promoter hereto having obtained all the necessary permissions, sanctions and approval as aforesaid have commenced the work of construction of the buildings on the said property, in accordance with the said Approved Plans;

(xxxi) Under the circumstances, the Promoter alone has the sole and exclusive rights to the said property including to develop the

said property by constructing building/s thereon and to sell the premises from the such building constructed on the said property and to enter into Agreements with the Purchaser/s of the Flat/Flat in the said property and to receive the sale price or consideration in respect thereof;

(xxxii) It is specifically made it clear by the Promoter to the Purchaser/s that the Promoter is well and sufficiently entitled to utilize and consume the entire available F.S.I. of the said property together with permissible T.D.R./F.S.I. Under the UDCA in force, further entitled to utilize and consume additional FSI if made available in government policy.

(xxxiii) The Purchaser/s has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of the documents of title relating to the said Property referred to hereinabove and also of the Said Approved Plans and Said Commencement Certificate and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "THE RERA") and the rules and regulations made there under (hereinafter collectively referred to as "Said documents, permissions and sanctions");

(xxxiv) The Promoter has shown and disclosed to the Purchaser/s the sanctioned plan as well as proposed plan and the Promoter has made the Purchaser/s aware that, the Promoter shall submit revised/modified/amended plan to the Local Authority/Planning Authority, to carry out additional construction with use of additional FSI/TDR that is available to the Promoter as per present development rules and regulations or any new Government policy.

(xxxv) Being satisfied with the inspection of the said documents, permissions and sanctions, the Purchaser/s has/have applied/approached to the Promoter for allotment/purchase of

Residential Flatadmeasuring _____Sq. Ft. RERA Carpet area bearing No. _____, on _____ Floorin a building named **‘BUILDING NO.6-TYPE -C (TROPICAL BLISS)’**presently under construction on the said property (hereinafter referred to as **“SAID PREMISES”**);

(xxxvi) Relying upon the representation and intension of the purchaser/s, the Promoter has agreed to sell to the Purchaser the said premises for the price and consideration of **Rs. _____/-** **(Rupees _____only)** and upon the terms and conditions as are hereinafter appearing;

(xxxvii) The carpet area of said premises is _____ Sq. Mts. (i.e. _____Sq. Ft.) means net usable floor area of the said premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser over said area and exclusive open terrace appurtenant to the said premises for exclusive use of the Purchaser, but includes the area covered by the internal walls of the said premises. The abovementioned carpet area is calculated as per the clarification issued by Maharashtra Real Estate Regulatory Authority vide No. MAHARERA/SECY/ File No. 27/84/2017 dated 14thJune 2017 having Circular No.4/2017);A balcony admeasuring _____ Sq. Mts. (i.e. _____Sq. Ft.) is forming part of the said premises and the area of said balcony is not considered while calculating the carpet area of the said premises.

(xxxviii) 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;

(xxxix) Prior to making of an application as aforesaid, the Purchaser has represented to the Promoter that the Purchaser has not been disqualified under the provisions of Maharashtra Co-operative Societies Act, 1960, Indian Contract Act or under the any provisions of law, from purchasing the said premises;

(XL) The Promoter has registered the project named as "BUILDING NO.6-TYPE -C" under the provisions of RERA with Real Estate Regulatory Authority, RERA Certificate No. _____. Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement For Sale of the said Premises to the Purchaser/s being in fact these presents and also to get registered the said Agreement under the provisions of the Registration Act, 1908;

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;

1. The Promoter shall construct the said building/s consisting of..... basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat 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

FlatNo. of the type
of carpet area admeasuring
 sq. metres on floor in the building
 /wing (hereinafter referred to as "the Flat") as shown in the
 Floor plan thereof hereto annexed and marked Annexures
 C-1 and C-2 for the consideration of Rs.
 including Rs. being the proportionate price of
 the common areas and facilities appurtenant to the
 premises, the nature, extent and description of the common
 areas and facilities which are more particularly described in
 the Second Schedule annexed herewith. (the price of the
 Flat including the proportionate price of the common areas
 and facilities and parking spaces should be shown
 separately).

(ii) The Allottee hereby agrees to purchase from the
 Promoter and the Promoter hereby agrees to sell to the
 Allottee garage bearing Nos___ admeasuring _____sq. ft.
 having _____ ft. length x _____ ft. breath
 x_____ ft. vertical clearance and situated atBasement
 and/or stilt and /or_podium being constructed in thelayout
 for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the
 Promoter and the Promoter hereby agrees to sell to the
 Allottee covered parking spaces bearing Nos admeasuring
 _____sq. ft. having _____ ft. length x _____ ft.
 breath x_____ ft. vertical clearance and situated at

Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____ /-.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) and shall be deposited in RERA Designated Collection Bank Account, DCB Bank, MUCHHALA POLYTECHNIC EC (086) Branch having IFS Code DCBL0000086 situated at THANE (W). In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 08624500000019 and 08624600000019 respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

Sr. No.	Particulars	Percentage of total consideration amount	Amount In Rupees
1.	Amount paid as earnest money	20%	Rs.
2.	On Completion of Plinth.	15%	Rs.
3.	On Completion of 1 st Slab	5 %	Rs.
4.	On Completion of 3 rd Slab	5 %	Rs.
5.	On Completion of 5 th Slab	5%	Rs.
6.	On Completion of 7 th Slab	5%	Rs.
7.	On Completion of 9 th Slab	5%	Rs.
8.	On Completion of 11 th Slab	5%	Rs.
9.	On Completion of 13 th Slab	5%	Rs.
10.	On Completion of 15 th Slab	5%	Rs.
11.	On Completion of 17 th Slab	5%	Rs.
12.	On Completion of 19 th Slab	5%	Rs.
13.	On Completion of 21 st Slab	5%	Rs.
14.	On Completion brick work	2 %	
15.	On completion of Plaster Work	2%	Rs.
16.	On Completion of flooring	2%	Rs.
17.	On Completion of doors and window fitting	2%	Rs.
18.	On or before possession	2%	Rs.

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, 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.

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @18% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building

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

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2. 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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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.
5. Without prejudice to the right of promoter to charge interest in terms of Point 4 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 a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

6. The Promoter shall give possession of the Flat to the Allottee on or before. _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Flat 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 Flat with interest at the same rate as may mentioned in the point 4 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 Flat on the aforesaid date, if the completion of building in which the Flat 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. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat, 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 Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
 8. The Allottee shall take possession of the Flat within 15 days of the written notice from the promotor to the Allottee intimating that the said Flats are ready for use and occupancy.
 9. Upon receiving a written intimation from the Promoter as per clause 8, the Allottee shall take possession of the Flat 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 Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 8 such Allottee shall continue to be liable to pay maintenance charges as applicable.

10. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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.
11. The Allottee along with other allottee(s) of Flats 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 bye-laws 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 organisation 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 maybe, or any other Competent Authority.

- i. 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/OriginalOwner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- ii. 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.
- iii. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Flat) 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.

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

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (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
13. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.
14. 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.

15. 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 Flat 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 Flat 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 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.

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

- (i) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of

possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat 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 Flat and maintain the Flat 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 Flat is situated or the Flat

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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat 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 Flat 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 Flat 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 Flat 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 Flats 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 Flat 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 Flat 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 Flat 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.

17. 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.

18. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.".

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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.

20. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat 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 Flat.

21. 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.
22. 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 Flat/plot/building, as the case may be.

23. 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 Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
24. 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.
25. 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 Flat to the total carpet area of all Flat in the Project.

26. 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.
27. 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.
28. 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:_____

- **Promoter name** - Amaatra tropical Buildwell pvt ltd

- **Promoter address** - 7th Floor, Sun Plaza, Hari Om Nagar, off E.E highway, Mumbai – 400081
- **Notified email id** - tropical.bliss2024@gmail.com

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

29. 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.

30. The Stamp Duty, Registration Charges and all other incidental charges on this Agreement and all other documents and deeds to be executed pursuant thereto shall be borne and paid by the Allottee/s alone. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act and intimate the Promoter the serial number under which the same is lodged for Registration and thereafter the Promoter shall within the time limit prescribed by the Registration Act attend such office and admit execution thereof. The Promoter may extend assistance/co-operation for the registration of this

Agreement, at the cost and expense of the Allottee/s. However, the Promoter shall not be responsible or liable for any delay or default in such registration.

31. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
32. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.
33. Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

THE SCHEDULE-I REFERRED TO HEREINABOVE

ALL THAT ALL THAT piece and parcel of land admeasuring 386 Square Meters together with right to consume F.S.I. admeasuring 327 Square Meters, on Survey No. 170/2 of Village Kavesar, Taluka and District Thane, out of total land admeasuring 11,740 square meters together with right to consume 14,675 square meters sanctioned FSI of the Plot -B forming part of the land bearing Survey No.170 (Part), admeasuring 44,044 square yards equivalent 36,826.07

square meters and Survey No.168 admeasuring 4,830 square meters, Survey No.169, admeasuring 10,550 square meters, Survey No.170 (Part), admeasuring 42,500 square meters situate lying and being at Village Kavesar, Taluka and District Thane, along with the right to develop the same in accordance with the Development Control Regulations by exploiting to the fullest extent and by utilizing entire F.S.I. available/to be availed in respect thereof including the use of Transferable Development Rights (TDR) as may be permitted to use therein by the Planning Authority.

THE SCHEDULE-II REFERRED TO HEREINABOVE

Residential Flat admeasuring _____Sq. Ft. Carpet area equivalent to _____ Sq. mtrs. Carpet area and bearing No._____, **on _____Floor** in '**BUILDING NO.6-TYPE - C(TROPICAL BLISS)**' and shown with Red Colour boundary on the Floor plan thereof annexed hereto and marked as **ANNEXURE -'F'** being constructed on the land described in the Schedule I hereinabove.

THE SCHEDULE III REFERRED TO HEREINABOVE:

- Solar System
- Rain Water Harvesting
- Fire Fighting System
- Elevators of reputed make with generator backup facility for any one Elevator only.
- Water pump of sufficient capacity with Pump Room
- Common cabin for the Electric Meters, Water Pump
- Separate Electric Meter for the Elevators.
- Sufficient lighting in the common areas in the building

THE FOURTH SCHEDULE HERE ABOVE REFERRED TO:

(Description of the common areas and facilities in the Whole Project)

THE FIFTH SCHEDULE HERE ABOVE REFERRED TO:

(Description of the common areas and facilities in the Project)

A.) Description of the common are as provided:

Sr No.	Type of commonareas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided

B.) Facilities/ amenities provided/to be providedwithinthe building including in thecommonareaofthebuilding:

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/com mon organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1.						
2.						

C.) Facilities/ amenities provided/ to be provided within the layout and/or common area of the layout:

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/com mon organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI

1.						
2.						

D.)The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

	Type of open spaces(RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.					

E.)Detailsandspecificationsofthe lifts:

	Type Lift (passenger/service/stretchers/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Flat)

Type of facilities / amenities provided	

Type of facilities / amenities provided	

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS
WRITING THE DAY AND THE YEAR HEREIN-ABOVE
WRITTEN.**

SIGNED SEAL DELIEVERRED)
BY THE WITHINNAMED PROMOTER)
M/S. AMAATRA TROPICAL BUILDWELL)
PRIVATE LIMITED,)
Through its Director/Authorised Signatory)
Mr. Ansh Malik)
Mr. Umesh Gupta)
Mr. AnwarKhan)

In the presence of:)
1.)
2.)

SIGNED AND DELIVERED)
BY THE WITHINNAMED PURCHASER/S)
1. _____)
2. _____)

In the presence of)
1.)
2.)

R E C E I P T

RECEIVED of and from the withinnamed purchaser, a sum of
Rs._____/- **(Rupees**
_____ **only)**as part
consideration amount as contemplated hereinabove.

WE SAY RECEIVED
Rs._____/-

Amaatra Tropical Buildwell Private Limited
Promoter

Witnesses :-

- 1.
- 2.

Housiey.com