13.05.2024

Village : _____

Office /shop No. : _____, On _____ Floor,

Area : _____ sq. meters (Carpet)

Market Value : Rs. _____/-

Agreement Value : Rs. _____/-

**AGREEMENT FOR SALE**

This Agreement is made at Kalyan

**On this _____ day of _____, 202__**

**BETWEEN**

M/s. **Oyster Saket Infrastructure**, a Joint Venture having its Office at Village Dwarli, Malang Road, Taluka Ambarnath, District Thane, formed between M/s.Oyster Infrastructure Private Limited, a limited company, registered under the provisions of Companies Act, 1956, having its registered office at 201, Starlit Tower, Y.N. Road, Indore (Madhya Pradesh) and M/s. Saket Group of Aawas Nirman, a partnership firm registered under the provisions of Partnership Act, 1932, having its Office at Urmila Apartment, Chinchpada Road, Katemanivali, Kalyan (E), District Thane, represented through _____ hereinafter called as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators and assigns) being the **Party of the First Part**;

**A N D**

_____

_____

residing at _____

_____

hereinafter called and referred to as the **"Allottee/s"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the **Party of the Second Part**.

WHEREAS Anjaneya Land & Property Developers hereinafter called and referred to as the "Owner", owns all those pieces and parcels of land lying and being at Village Dwarli, Taluka Ambernath, Dist. Thane, within the limits of the Kalyan Dombivali Municipal Corporation viz.

| Survey Nos. | Sq. Mts |
|---|---|

| | |
|---|---|
| 36/6/1 | 2730.00 |
| 35/2 | 2780.00 |
| 36/13 | 12100.00 |
| 37/3 | 2920.00 |
| 35/1/D | 2950.00 |
| 36/5/D | 3050.00 |
| 36/5/F | 750.00 |
| 36/5/E | 380.00 |
| 36/1 | 2200.00 |
| 36/2 | 4000.00 |
| 36/3 | 600.00 |
| 35/13 | 300.00 |
| 36/11 | 9100.00 |
| 35/1/C | 1450.00 |
| 36/5/A | 750.00 |
| 35/1/B | 500.00 |
| 36/5/B | 750.00 |
| 34/3/B | 2730.00 |
| 35/1/E | 500.00 |
| 36/5/H | 750.00 |
| 36/5/I | 380.00 |
| 35/1/A | 1180.00 |
| 35/5/A | 600.00 |
| 36/5/K | 2900.00 |
| 39/3 | 303.50 |
| 36/7/A | 12000.00 |
| 36/12 | 4000.00 |
| 35/15 | 910.00 |
| 35/3 | 7330.00 |
| 35/12/A | 210.00 |
| 35/7 | 1170.00 |
| 34/1B/2A/5A | 4500.00 |
| 36/4 | 1100.00 |
| 38 | 21200.00 |
| 39/1 | 4780.00 |
| 35/10/A | 1090.00 |
| 35/14 | 100.00 |
| 36/7/B | 15000.00 |
| **Total →** | **130043.50** |

hereinafter called and referred to as the "**entire property**".

AND WHEREAS by and under Development Agreement dated 20.12.2007 made and executed between the Anjaneya Land & Property Developers and K.S. City Private Limited and K.B.S Builders Private Limited and registered in the office or Sub-Registrar of Assurances at Ulhasnagar, under serial number 4800/2007, dated 20.12.2007, the said Anjaneya Land & Property Developers granted the development rights in respect of the entire property admeasuring 130043.50 sq. metres in favour of K.S. City Private Limited and K.B.S

Builders Private Limited at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof also granted the Power of Attorney in favour of K.S. City Private Limited and K.B.S Builders Private Limited and the said Power of Attorney is lodged for registration at the office or Sub-Registrar of Assurances at Ulhasnagar, under serial number 672/2007 dated 20.12.2007.

AND WHEREAS further by a Supplementary Development Agreement dated 29th September, 2008, to the Development Agreement dated 20.12.2007 executed between the Anjaneya Land & Property Developers and K.S. City Private Limited and K.B.S Builders Private Limited, the said K.B.S. Builders Private Limited released their right, title and interest acquired under the Development Agreement dated 20.12.2007 in favour of K.S. City Private Limited.

AND WHEREAS further by and under an Agreement dated 31.12.2010 registered in the office or Sub-Registrar of Assurances at Ulhasnagar, under serial number 242/2011 dated 17.01.2011 made and executed between K.S. City Private Limited and K.B.S. Builders Private Limited as the Assignor, M/s Anjaneya Land and Property Developers as the Owners Confirming Party and Oyster Saket Infrastructure viz. the Promoter herein as the Assignees, the said K.S. City Private Limited and K.B.S Builders Private Limited and M/s Anjaneya Land and Property Developers granted and assigned the development rights in respect of the entire property admeasuring 130043.5 sq. meters at and for the price/consideration and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement dated 31.12.2010, M/s Anjaneya Land and Property Developers granted Power of Attorney in favour of the Promoter herein and the same is registered at the office of Sub-Registrar of Assurances at Kalyan-3 under serial No. 257/2011.

AND WHEREAS as recited hereinabove, the Promoter is seized and possessed of and / or otherwise well and sufficiently entitled to the land totally admeasuring 130043.50 sq. metres along with the right to develop the same.

AND WHEREAS as per the understanding reached between the parties a land admeasuring 1090 sq. metres bearing Survey No. 35/10/1 will stand surrendered to the Owners Anjaneya Land and Property Developers and the same shall deducted from the entire property admeasuring 130043.50 sq. metres and the entire property will stand at 128923.50 sq. metres on execution of the requisite deed to that effect.

AND WHEREAS in pursuance to the above recited Agreement and Power of Attorney, the Promoter out of the land admeasuring 130043.50 sq. meters prepared building plan on the portion of land admeasuring **44040.00 sq. meters** being a layout of 12 buildings comprised in all those pieces and parcels of land bearing

| Survey Nos. | Sq. Mts |
|---|---|
| 35/3 | 7330.00 |
| 36/5/A | 750.00 |
| 36/5/B | 750.00 |
| 36/5/C | 2900.00 |
| 36/5/D | 3050.00 |
| 36/5/E | 380.00 |
| 36/5/F | 750.00 |
| 36/5/H | 750.00 |
| 36/5/I | 380.00 |
| 36/7/A | 12000.00 |
| 36/7/B | 15000.00 |
| **Total →** | **44040.00** |

hereinafter called and referred to as the **"said property"** and submitted the same for sanction and approval to the Kalyan Dombivali Municipal Corporation and the Kalyan Dombivali Municipal Corporation granted the sanction and approval on the land admeasuring 5340 sq. metres comprised in Survey No. 36/7/A and 36/7/B comprising of Building No.1 comprising of stilt + podium + first to twenty second floors residential out of which thirteenth floor and fourteenth floor comprises of flats to be provided to MHADA allottees to the extent of area 1176.98 sq. metres and Building No. 2 comprising of stilt + podium + first (part) + amenity floor to twenty second floors residential out of which thirteenth floor and fourteenth floor comprises of flats to be provided to MHADA allottees to the extent of area 1177.44 sq. metres under revised building commencement certificate bearing No.KDMC/TPD/BP/27 villages /2020-21/03/179 dated 10.08.2023 read with corrigendum bearing outward No. KDMP/NRV/5795 dated 09.01.2024 on the land forming an integral part of the said property more particularly described in the **First Schedule** hereunder written and for the sake of brevity called and referred to as the **"project land"**.

AND WHEREAS the Promoter declares that the above referred permission and sanction is still subsisting and completely in force and in terms of said sanction and permission the Promoter herein is well and sufficiently entitled to develop said property and the Promoter is entitled to develop the said property and carry out the construction of the proposed building/s at their own costs and expenses and to dispose of the offices, shops and units constructed in the building/s on ownership basis and to enter into agreements with the

purchaser/s and to receive the sale price in respect thereof and upon such disposal of the offices, shops and units to convey and transfer constructed building in favour of the co-operative society and/or the condominium of the premises owners or corporate body of all those several persons acquiring the respective shops and units;

AND WHEREAS the Promoter declares that the said project land on which the Building No.1 and Building No. 2 is to be constructed forms and integral part of the land admeasuring 44040 sq. metres and the Promoter has further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, ancillary floor space index and the increases and incentives in the floor space index as may be permitted under the provisions of Unified Development Control and Promotion Regulation to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation and to exploit the maximum potentiality floor space index on the said property admeasuring 44040 sq. metres by constructing the additional buildings from time to time;

AND WHEREAS the Promoter is entitled to construct the building on the project land in accordance with the sanctioned plans and permissions which forms and integral part of the said property.

AND WHEREAS the Promoter has provided the copy of sanctioned plan / layout which comprises of twelve buildings, future expansion, plots open spaces, amenity spaces and internal road and have disclosed that the building to be constructed on the project land forms an integral part of the sanctioned plan / layout and accordingly the building to be constructed on the project land shall have the benefits of the open spaces, amenity spaces and internal road along with the infrastructural facilities as and when provided in the said sanctioned layout.

AND WHEREAS the Promoter has provided all the documents of title, copies of sanctioned plans as well as have disclosed the status of pending litigation as well as its intention for further expansion, additions in the said building as per the sanction plans and permissions to the Allottee and the Allottee after going through the entire disclosures, the future course of expansion and development to the extent of permissible Floor Space Index under the provisions of Unified Development Control and Promotion Regulation and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to acquire Flat in the scheme of construction known as "**Nature Vista**" comprising of several

buildings to be constructed on the entire property and as described in the **Second Schedule** hereunder written.

In the scheme of construction there are certain allotment to be provided to the MHADA Allottees, the Konkan Housing and Area Development by its offer letter dated _____ and rectification letter dt._____ at and for the consideration and on the terms and conditions therein contained.

AND WHEREAS the Promoter have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter have appointed 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.

AND WHEREAS the Promoter have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under No. _____ dated _____ and _____ dated _____ have been annexed the hereto as **Annexure F**

AND WHEREAS on demand from the Allottee/s, the Promoter have given inspection to the Allottee/s of all the documents of title, the status of pending litigations relating to the project land and the plans, designs and specifications prepared by the Promoter Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS 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 Premises are constructed or are to be constructed have been annexed hereto as Annexure A and B.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto as Annexure C1.

AND WHEREAS the authenticated copies of the plans of the Building ____ 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 as Annexure C2.

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

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

AND WHEREAS the Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said premises is _____ sq. metres and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts appurtenant to the said Premises but includes the area covered by the internal partition walls of the premises.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has have paid to the Promoter a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and/or In pursuance to the letter issued Konkan Housing and Area Development Board dated _____ and rectification letter dt. _____ and on the terms and conditions therein contained (Only for Mhada Allottees) .

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

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

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

1(b) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the premises as mentioned in the **Second Schedule** hereunder written in the scheme of construction known as "Nature Vista " being constructed on the said property as shown in the Floor plan annexed hereto as annexure C1 ,C2 & D at and for the price/consideration as mentioned in the **Fifth Schedule** hereunder written which includes 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 **Third Schedule** annexed herewith.

**The Promoter has disclosed to the Allottee and the Allottee is aware the Promoter as per the policy to be framed by them from time to time may provide the provision for car parking at podium level, stilt level, stack parking, covered parking or parking lots in mechanical tower parking and the right to allot such parking vest with the Promoter only and the Promoter hereby has the discretion to allocate the car parking space to the Allottee and on such allotment, the Promoter will provide the demarcation and allocation of the parking space on the**

**Allottee paying consideration as agreed in the Fifth Schedule hereunder written and agree to pay as mention in Sixth Schedule hereunder for such parking if provided shall be granted at the time of handing over the possession of the premises to the Allottee and the Allottee shall be liable and responsible to pay the maintenance charges, outgoings, municipal taxes and levies in respect of the such parking space and such parking space will be used by the Allottee for parking his own vehicle.**

**The Allottee is aware that stilt car parking, podium car parking and open car parking belong to the Promoter only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee/ federation unless acquired from the Promoter under a separate allotment letter and or an Agreement is executed by the Promoter. The Promoter and its office bearers and representatives shall have every right to remove any such car/ vehicles parked by Allottee, Ad-Hoc Committee/ Society Managing Committee/federation from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Ad-hoc Committee and/ or of the Committee of an Organization/ association, to ensure that, members and/ or the Allottee do not park their cars, on any open area of the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Allottee is not allowed/ entitled to use any area for car parking or otherwise unless the Promoter in writing permits the same. All unsold parking lots in podium level, stilt level, stack parking, covered parking or parking lots in mechanical tower parking shall be the sole and exclusive property of the Promoter.**

**The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Purchaser Club Membership/Development charges for consideration as mentioned in the Fifth Schedule.**

1(c) The Allottee/s has/ have agreed and assured to pay the total consideration of the said premises in accordance with the payment plan as mentioned in **Sixth Schedule** hereunder written.

The Cheque / DD / Pay order to be drawn in favour to

**Name : M/s. Oyster Saket Infrastructure**

**A/C No. :** _____

**IFSC CODE :** _____

**BANK :** _____

**BRANCH :** _____

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within **15** days of the Promoter sending a **demand** notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS Service, Email and this will be sufficient discharge to the Promoter.

1(d) The Total Price above excludes all Property Taxes, Goods and services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/ State/Federal) and /or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges and other outgoings by any other name in respect of and applicable to the said property project, building, office and shop existing on or Allotment / Request for Allotment, whether payable now and/or in future and / or those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Allottee/s alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

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

1(h) The Allottee/s 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/s undertakes not to object / demand / direct the Promoter to adjust his/her/their payments in any manner.

**1(i) The Total Consideration amount for the Apartment shall be subject to deduction of TDS at applicable rates. In case the provisions of section 194 IA of the Income Tax Act 1961 or as amendment from time to time are applicable, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee shall be liable to pay entire TDS on the Total Consideration within 30 days from the payment of Stamp Duty & Registration Fees of the Allottee(s) unit. The copy of the TDS certificate shall be submitted by the Allottee to the**

**Promoter within 15 days from the date of making payment of TDS. Non-submission of TDS certificate within stipulated timeline shall be construed as default in the payment by the Allottee(s).**

**1(j) It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the Interest Rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.**

**1(k) It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter. The interest so payable by customer to promoter should be subject to extra GST at applicable rate.**

**1(l) Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained.**

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 Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

2.2) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the Purchasers cooperative society or condominium of premises owners or any corporate body after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to

the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").

**The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoter under this agreement for the period from the due date of payment till the date of the actual payment thereof.**

**The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse / revoke the permission to the Allottee for availing any such loan and for creation of any such mortgage/charge in the event the Allottee has/have defaulted in making payment of the sale price and/or other amount wise payable by the Allottee under this Agreement.**

**All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said premises, servicing and repayment of the said loan and any default with respect of the said loan and /or the mortgage of the said premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not be liable to incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.**

**In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/ financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Allottee to the Promoter under this Agreement.**

**The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.**

3) The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is **23454.13** square meters (being Building 1 FSI 11730.46 SQM and Building 2 FSI 11723.67 SQM) and the Promoter have brought to the

notice and knowledge of the Allottee herein that the Promoter has intended to avail the additional floor space index, increases and incentives in floor space index under the provisions of the Unified Development Control and Promotion Regulation and further the additional floor will be availed on the said sanctioned building and have planned to utilize Floor Space Index as applicable to the extent permitted under Unified Development Control and Promotion Regulation thereby availing the transferable development rights or floor space index available on payment of premiums or floor space index available as incentive floor space index by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulation or based on expectation of increased floor space index and accordingly the Promoter expect the transferable development rights to the maximum extent as may be available in future on the said property including the future expansion as well as any increases and incentives therein which are applicable to the said Project from time to time. **The Promoter have thus disclosed the proposed Floor Space Index to be utilized by him on the project land in the said Project/Building and Allottee/s has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed floor space index and on the understanding that the declared proposed floor space index shall belong to Promoter only and the Promoter will have the sole and absolute right to use, utilise, sell and transfer the generated floor space index and / or any unconsumed floor space index to any intending person as the case may be and / or to utilise the same on the said property as permitted by the Kalyan Dombivali Municipal Corporation.**

4.1) If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s 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/s 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 and 1(j) above, on the Allottee/s

committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement :

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s in this Agreement, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter to the extent of 20% of value of the Agreement) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyers. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Premises as are set out in **Fourth Schedules** annexed hereto.

6) The Promoter shall give possession of the said premises to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 & 1(j) herein

above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said premises is ready for use and occupancy.

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

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

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

7.3) Failure of Allottee/s to take Possession of the said premises from the Promoter as per Clause 7.1: Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said premises 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 said premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided herein in Clause 7.2 such Allottee/s shall

continue to be liable to pay the **unpaid and balance consideration, the interest thereon, maintenance charges, statutory taxes and levies as applicable along with the interest and penalties thereon.**

7.4) If within a period of five years from the date of intimation of possession as per clause 7.1 for handing over of the said premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

**It is further clarified that the Promoter shall not be liable for defect liability due to wear and tear and/or defect caused due to Allottee/s and/or other allottees carrying out any alterations and modifications in their premises which may result in seepage of the water and/or any damages to the structure and if such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.**

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

9) The Allottee/s along with other Allottee(s) of premises in the building shall join in forming and registering the cooperative society or condominium of premises owners or any corporate body 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 cooperative society or condominium of premises owners or any corporate body 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/s, so as to enable the Promoter to register the common organization of Purchasers. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-

operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative society or condominium of premises owners or any corporate Body and till such time shall call upon the purchasers who have acquired the office, shops and units to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the cooperative society or condominium of premises owners or any corporate body.

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 cooperative society or condominium of premises owners or any corporate body, as aforesaid and shall cause the Owners to transfer to such entity the right, title and the interest of the Owner in the project land on which the building is situated.

9.3) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Premises is / are ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the cooperative society or condominium of premises owners or any corporate body is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the

Allottee/s shall pay to the Promoter provisional monthly contribution of requisite charges at Rs. _____ per sq.mtrs. carpet per + GST (if Applicable) month towards the 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/assignment of lease of the structure of the building or wing is executed in favour of the cooperative society or condominium of premises owners or any corporate body 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 cooperative society or condominium of premises owners or any corporate body as the case may be.

10) The Allottee/s agree and assure to pay the charges for share money, formation and registration charges of the society, deposit towards water, electricity and other utility services, development and infrastructural charges as mentioned in the Fifth Schedule hereunder written.

11) The Allottee/s shall pay the requisite costs on demand by the promoters for meeting all legal costs, charges, incidental expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said cooperative society or condominium of premises owners or any corporate body 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/s shall pay to the Promoter, the Allottees' share of stamp duty, registration payable, by the said cooperative society or condominium of premises owners or any corporate body 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/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges and incidental charges payable thereto, by the said cooperative society or condominium of premises owners or any corporate body 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 cooperative

society or condominium of premises owners or any corporate body.

13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

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

vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other

agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

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

xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the 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 whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-

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

ii) Not to store in the said premises any goods which are of

hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

iv) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the cooperative society or condominium of premises owners or any corporate body.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

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

ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the Allottee/s from the Promoter for such transfer and assignment.

x) The Allottee/s shall observe and perform all the rules and regulations which the cooperative society or condominium of premises owners or any corporate body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the cooperative society or condominium of

premises owners or any corporate body regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society or condominium of premises owners or any corporate body, the Allottee shall permit the Promoter and the Owner 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 Premises is situated is executed in favour of Cooperative Society or condominium of premises owners or any corporate body, the Allottee shall permit the Promoter and the Owner 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.

xiii) That the Allottee/s shall indemnify and keep indemnifying the Promoter and the Owner towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

15) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of cooperative society or condominium of premises owners or any corporate body 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 Premises or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces

recreation spaces, will remain the property of the Promoter and the Owner until the said structure of the building is transferred to the cooperative society or condominium of premises owners or any corporate body and until the project land is transferred to the cooperative society or condominium of premises owners or any corporate body as hereinbefore mentioned.

17) After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said premises 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 premises.

**18) The Promoter has provided the copy of final sanctioned plan / layout which comprises of twelve buildings, future expansion, plots open spaces, amenity spaces and internal road and have disclosed that the building to be constructed on the project land forms an integral part of the sanctioned plan / layout and accordingly the building to be constructed on the project land shall have the benefits of the open spaces, amenity spaces and internal road along with the infrastructural facilities as and when provided in the said sanctioned layout and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout as well as the future expansion thereof, the Allottee/s covenant with the Promoter as under :-**

i) **That as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.**

ii) **Cable / drainage / telephone lines etc., should be allowed in open space of the building undertaken for development.**

iii) **Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoter.**

iv) **Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoter.**

v) **The execution of the external compound wall will be as per the design and specification of the architect of Promoter and the elevation of the buildings shall not be changed or altered.**

vi) **The Building shall be maintained in good and proper condition along with the unobstructed right of access.**

vii) **It is clearly brought to the notice of the Allottee/s herein and the Allottee/s herein is/ are clearly made aware that the Promoter have acquired the development rights of the land as described in the First Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative society or condominium of premises owners or any corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee/s herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,**

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

**The Allottee/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoter to exercise the same and the Allottee is aware the same.**

**19) The Promoter has disclosed to the Purchaser that the entire scheme of construction carried out on the entire property as well as the construction to be carried out on the entire property comprises of Oyster Saket City (comprises of Building Pearl-1, Pearl-2, Pearl-3, Pearl-4, Pearl-5 and Pearl-6) and Nature Vista**

and such two projects shall form an integral part of the entire scheme of construction and in such entire scheme of construction the Promoter at its own option and discretion may carved out an area for provision of infrastructural facilities and amenities as the Promoter may deem fit and proper and such infrastructural, recreational facilities and amenities on its completion and the same being operational and functionable shall be handed to the Federation of all the cooperatives housing societies to be formed in the entire scheme of construction on completion of the entire construction of the buildings sanctioned and / or to be sanctioned from time to time on the entire property and such infrastructural, recreational facilities and amenities shall be maintained by such Federation and the Purchaser herein along with the Purchaser of the flats in the project Oyster Saket City (comprises of Building Pearl-1, Pearl-2, Pearl-3, Pearl-4, Pearl-5 and Pearl-6) as well as the Purchasers of the flats in the project Nature Vista forming a part of the entire property shall have the right to use and enjoy the infrastructural, recreational facilities and amenities as may be provided. It is further clarified that such infrastructural, recreational facilities and amenities will be provided by the Promoter taking into consideration the market trend and its requirement and the Alloltee herein along with the other purchasers shall be liable and responsible to pay the proportionate share of membership fees, repairs, maintenance, upgradation, day to day administration and management charges to the Promoter and / or the Agency or corporate entity as appointed by the Promoter till the same is handed over by the Promoter to the Federation of all the cooperative housing societies in the entire scheme of construction. It is further declared that if the Purchaser herein intends to avail the benefits of the infrastructural, recreational facilities and amenities in the said scheme of construction, the Purchaser herein shall be under obligation to execute the requisite agreement with the Promoter and / or the Agency or Corporate Entity as may be appointed by the Promoter from time to time.

20) The Allottee/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning

authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. (Floor Space Index) on the said land.

21) The Promoter have brought to the clear notice and knowledge of the Allottee/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof subject to the Development Agreement dated 31.12.2010. The Promoter has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s under this agreement.

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

a) to form cooperative society or condominium of premises owners or any corporate body or any other body or bodies of Purchaser/s in respect of the buildings to be constructed on the said property.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or

internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor / podium level premises, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said property to the adjacent buildings and / or the adjacent properties as well as the easement rights of the said property to the adjacent owners.

g) cause through owners to execute the conveyance/transfer deed of the said property in parts, taking into consideration the divisions of property due to road and such conveyance/transfer and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the building situated on the such portion of land conveyed in favour of the cooperative society or condominium of premises owners or any corporate body.

h) To fix sign boards, name boards, neon signs and other advertising and display materials as per the stipulated size and dimensions as determined by the Promoter on the said property/ on the project land or building referred hereto.

The Allottee/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoter to exercise the same.

24) THE Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee/s.

25) It is further agreed and understood between the parties that the Allottee shall not do and perform any of the following act and / or similar acts viz.

i. Alteration and Modification in their premises;

ii. No fixation of sign boards, name boards, neon signs and other advertising and display materials over and above

the stipulated size and dimensions as determined by the Promoter.

iii. Any unauthorised changes and alterations in the said premises.

iv. No change in the design and pattern of the grills and fittings provided and no extension in the area of the premises.

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

27) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoter and during the course of transfer of the land in favour of the cooperative society or condominium of premises owners and / or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

28) It is clearly brought to the notice and knowledge of the Allottee/s by the Promoter that the Promoter have presently obtained the building sanction and commencement certificate from the Kalyan Dombivali Municipal Corporation and the Promoter intend to acquire the maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Kalyan Dombivali Municipal Corporation, the Promoter have presently proceeded with the construction activities and that the said fact is known and accepted by the Allottee/s herein and the Allottee/s has/have granted his / her /their express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further

**sanctions and permissions as may be granted by the Kalyan Dombivali Municipal Corporation and/or concerned town planning authorities and in no event the Allottee/s herein along with other Purchaser/s will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Allottee/s has/have seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Allottee/s herein shall not raise any objection thereto and shall rendered the co-operation to the same.**

29) **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

30) **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises as the case may be.

31) **RIGHT TO AMEND**

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

32) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE**

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

33) **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

35) **FURTHER ASSURANCES**

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

36) **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/s, in after the Agreement is duly executed by the Allottee/s and

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

37) The Allottee/s 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.

38) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified in Fifth Schedule hereunder written.

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

39) **JOINT PURCHASERS**
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address provided herein by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

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

41) **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of

the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

42) **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 Court will have the Jurisdictions of this agreement.

**43) It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee/s and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The Promoter reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at their sole discretion. In all these matters the decision of the Promoter are final and it is binding on the Allottee/s.**

**44) The Allottee herein, the ad-hoc body, cooperative housing society, association or corporate body and/or the federation of the cooperative housing societies and its apex body shall at all material times maintain the name of the project as "Nature Vista" by Oyster Saket Infrastructure and shall not change the name of the said project and/or the cooperative housing societies to be registered from time to time.**

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

**FIRST SCHEDULE**

all that land admeasuring **44040.00 sq. meters** comprising of the Layout of 12 Buildings forming a part of all those pieces and parcels of land lying and being at Village Dwarli, Taluka Ambernath, Dist. Thane, within the limits of the Kalyan Dombivali Municipal Corporation bearing

| Survey Nos. | Sq. Mts |
|---|---|
| 35/3 | 7330.00 |
| 36/5/A | 750.00 |
| 36/5/B | 750.00 |
| 36/5/C | 2900.00 |
| 36/5/D | 3050.00 |
| 36/5/E | 380.00 |
| 36/5/F | 750.00 |
| 36/5/H | 750.00 |

| | |
|---|---|
| 36/5/I | 380.00 |
| 36/7/A | 12000.00 |
| 36/7/B | 15000.00 |
| **Total →** | **44040.00** |

together with all easement rights and benefits thereto.

**Description of the Project Land**

All that land admeasuring **5340 sq. metres** comprised in Survey No. 36/7/A and 36/7/B comprising of **Building No.1** land area 2670 SQM comprising of stilt + podium + first to twenty second floors residential out of which thirteenth floor and fourteenth floor comprises of flats to be provided to MHADA allottees to the extent of area 1176.98 sq. metres and **Building No. 2** land area 2670 SQM comprising of stilt + podium + first (part) + amenity floor to twenty second floors residential out of which thirteenth floor and fourteenth floor comprises of flats to be provided to MHADA allottees to the extent of area 1177.44 sq. metres under revised building commencement certificate bearing No.KDMC/TPD/BP/27 villages / 2020-21/ 03/179 dated 10.08.2023 read with corrigendum bearing outward No. KDMP/NRV/5795 dated 09.01.2024 comprised of all that land admeasuring **44040.00 sq. meters** lying and being at Village Dwarli, Taluka Ambernath, Dist. Thane, within the limits of the Kalyan Dombivali Municipal Corporation.

**SECOND SCHEDULE**
**Description of the Flat/Parking agreed to be sold to the Purchaser herein**

All that Flat bearing Flat No. _____, on _____ Floor, admeasuring area _____ Sq. meters (Carpet) in the Building **No.** __ in the scheme of construction known as "Nature Vista " forming a part of said property described in first schedule along with the right to use the parking space at _____ level bearing S N _____

**THIRD SCHEDULE**
**Common Area and Facilities**

This Building/Project will have common area and facilities Such as Entrance lobbies, Staircases - 2 Nos, Lifts – 3 Nos, Common passage at each Floor.

**FOURTH SCHEDULE**
**Apartment Amenities**

| List of Specifications and Fixtures inside Apartment | |
|---|---|
| **Structure** | RCC framed structure |
| **Living Room, Kitchen & Bedroom** | Vitrified Tiles in living and Kitchen and Bedroom |
| **Bathroom &Toilet** | Anti-Skid Flooring & Ceramic Tiles upto door level |
| **Staircase / Passage / Lift Lobby** | Vitrified / Ceramic Tiles / Natural Stone |
| **External Wall** | Double coat plaster or RCC wall with 2 coat of External 100% acrylic paint or Equivalent. |
| **Internal Walls** | Internal wall of Living, Bedroom, Passage, Kitchen to be sand plastered or Gypsum finish and<br>2 coats of Water based acrylic distemper paint or equivalent. |
| | Internal wall of common passage/ area of the building to be sand plastered or Gypsum Finish and<br>2 coat of distemper paint or equivalent. |
| | Internal wall of Machine Room, Meter Room to be sand plastered or equivalent and white wash |
| | Bathroom & Toilet to be Cement sand plaster,<br>white wash or equivalent for ceiling or remaining area. |
| **Doors** | Wooden /UPVC/ Steel / equivalent Doors |
| **Windows** | Aluminum/UPVC / equivalent - Openable/Sliding/Fixed windows with reflective glass |
| **Railing** | M.S. Glass Railing on Terrace/Balcony |
| **Sanitary& C.P. Fittings** | Wall Mixer/ diverter / equivalent of quality make |
| | EWC with cistern, Health Faucet & fixtures, Ceramic Wash basin with bib tap & fixtures in Bathroom/Toilet |
| **Plumbing** | UPVC/CPVC or equivalent pipes in internal & external plumbing work |
| **Elevators** | Lifts of standard make |
| **Electrical** | Copper Wiring with Modular Switches and Fixtures |
| **Kitchen** | Granite platform in kitchen |
| | Stainless steel sink with bib tap & fixtures in Kitchen |
| | Ceramic Tiles fixed upto 600 mm level on plaster or RCC surface, above kitchen platform counter |

## FIFTH SCHEDULE
## THE SAID APARTMENT AND CONSIDERATION

| Sr. No. | Terms and Expressions | Meaning |
|---|---|---|
| 1. | Said Apartment | All that Flat bearing Flat No. _____, on _____ Floor, admeasuring _____ Sq. meters (Carpet) of the Building **No.** __ in the scheme of construction known as "Nature Vista " |

| | | |
|---|---|---|
| 2. | Said Car Parking Space | _____ **Level**<br>_____ **Parking No.** |
| 3. | Apartment Consideration | **Rs.** _____<br>**(Rupees** _____<br>**Only)** |
| | Consideration for Car Parking Space in THE Building | **Rs.** _____<br>**(Rupees** _____<br>**Only)** |
| | Total Consideration | **Rs.** _____<br>**(Rupees** _____<br>**Only)** |
| | Amount Received | **Rs.** _____<br>**(Rupees** _____<br>**Only)** |
| 4 | Balance payment of Total Consideration | **Rs.** _____<br>**(Rupees** _____<br>**Only)** |
| 5 | Additional payment towards provisional monthly maintenance for outgoings of the Apartment and the Association of The Purchasers including but not limited to water meter charges and Wi-Fi charges for 24 months. | **Rs.** _____<br>**(Rupees** _____<br>**Only)**<br>Note : This is exclusive of GST. (Payable as applicable) |
| 6 | Additional payment towards Development / Club Charges. | **Rs.** _____<br>**(Rupees** _____<br>**Only)**<br>Note : This is exclusive of GST. (Payable as applicable) |
| 7 | PAN / Adhar of Purchaser/s | |
| 8. | Possession Date | _____ or any extension granted by MahaRERA Authority through their orders issued / to be issued from time to time. |
| 9. | Details of the Promoter for correspondence | **Name :**<br>**Address :**<br>**Email ID**<br>**Contact No.** |
| 10. | Details of the Allottee/s for correspondence | **Name :**<br>**Address :**<br>**Email ID**<br>**Contact No.** |

## SIXTH SCHEDULE
## (Description of Payment Plan)

| Sr. No. | Description | % | Consideration Amount excluding GST (in INR Rs.) | GST (in INR Rs.) | Total (in INR Rs.) |
|---|---|---|---|---|---|
| 1 | Booking Amount payable on or before issue of Allotment Letter. | 9.50% | | | |
| 2 | On execution of Registration (to be executed within 30 days from booking | 14.50% | | | |

| | | | | | |
|---|---|---|---|---|---|
| | **amount)** | | | | |
| **3** | **On completion of plinth** | **20%** | | | |
| **4** | **On completion of slabs (Divided in to total no. of Slabs, Demand will be sent for two slabs together on completion of second slab onwards),** | **30%** | | | |
| **5** | **On completion of Brick Work** | **4%** | | | |
| **6** | **On Completion of Internal Plaster** | **4%** | | | |
| **7** | **On Completion of External Plaster** | **4%** | | | |
| **8** | **On completion of Flooring work** | **4%** | | | |
| **9** | **On completion of Door, Windows** | **5%** | | | |
| **10** | **On offer for possession** | **5%** | | | |
| | **TOTAL** | **100%** | | | |
| **Note** | **Demands for internal walls and flooring milestones above will be triggered when the milestone is achieved, which could be prior to the structure completion.** | | | | |

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

SIGNED & DELIVERED
by the within named
**Promoter**
**M/s. Oyster Saket Infrastructure**
represented through

_____

_____ _____

SIGNED & DELIVERED
by the within named
**Allottee**

_____ _____

WITNESS:

1

2

RECEIPT

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

| Sr. No. | Date | Cheque No. | Amount | Bank |
|---|---|---|---|---|
| | | | | |
| | | | | |

We say received

M/s. **Oyster Saket Infrastructure**
through it authorized signatory

_____ _____

Details of Annexures

| **Sr. No.** | **Particulars** | **Annexure No.** |
|---|---|---|
| 1 | Title Report issued by the Advocate of the Promoter. | A |
| 2 | Extracts of Village forms VII and XII of the Project. | B |
| 3 | Authenticated copies of the plans of the Layout as approved by the concerned Local Authority | C1 |
| 4 | Authenticated copies of the plans of the Building _____ 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 | C2 |
| 5 | Authenticated copies of the Floor plans and specifications of the Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority | D |
| 6 | Specification and Amenities for the Apartment | Schedule - 4 |
| 7 | RERA Certificate | F |
| 8 | MHADA Allotment Letter (Only for Mhada Allottees) | G |
| 9 | MHADA Rectification Letter (Only for Mhada Allottees) | H |
| 10 | MHADA Receipt (Only for Mhada Allottees) | I |