Ward No. :

Village : Titwala
Flat Area : _____ sq.mts. carpet
Actual Value : Rs. _____

Market Value : Rs. _____

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT **KALYAN**

ON THIS ___ DAY OF _____ 202__

B E T W E E N

M/s. **Abhidarshan Corporation LLP**, a Limited Liability Partnership formerly known as Abhidarshan Corporation, a partnership firm, having its office at A-35 Patil Bhuvan , N.S.B Road ,Mulund -west, Mumbai-400080 through its partner Shri _____ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners constituting the said firm for the time being the survivors / survivor of them, their respective heirs, executors, administrators and assigns assignees) being the Party of the **First Part.**

A N D

_____
_____
aged about ___ years, occupation _____ residing at
_____
_____

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assignees) being the Party of the **Second Part;**

WHEREAS the Promoter herein, a partnership firm owns, possesses and is well and sufficiently entitled to all those pieces and parcels of land lying, being and situate at village Manda, Taluka Kalyan, bearing

Survey No.	Hissa No.	Area (sq.mts)

194	--	1370
197	2A	3700
197	2B	3800
197	2C	3700
228	1/B	295
164	--	1720
	Total →	**14585**

and the name of the Promoter firm is mutated in the revenue records and the details of such acquisition are as under:

i) by and under the Deed of Conveyance dated 01.08.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 5110/2009, Promoter firm has acquired the land bearing Survey No. 194 admeasuring 1370 sq. meters from Murlidhar Pandharinath Khismatrao and others and the name of the Promoter is mutated in the revenue records as per mutation entry No. 2028.

ii) by and under the Deed of Conveyance dated 04.09.2010 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 8436/2010, the Promoter firm has acquired the land bearing Survey No. 197/2A admeasuring 3700 sq. meters from Ravindra Dwarkanath Khismatrao and others and the name of the Promoter is mutated in the revenue records as per mutation entry No. 2738.

iii) by and under the Deed of Conveyance dated 01.08.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 5116/2009, the Promoter firm has acquired the land bearing Survey No. 197/2B from Murlidhar Pandharinath Khismatrao and others and the name of the Promoter is mutated in the revenue records as per mutation entry No. 2027.

iv) by and under the Deed of Conveyance dated 01.08.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 5106/2009, the Promoter firm has acquired the land bearing Survey No. 197/2C admeasuring 3700 sq. meters from Chandrakant Trimbak Khismatrao and others read with Deed of Confirmation dated 26.03.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 3013/2016 executed by Sapna Krishnakant Gandhe in favour of the Promoter firm M/s Abhidarshan Corporation and the name of the Promoter is mutated in the revenue records as per mutation entry No. 2029.

v) by and under the Deed of Conveyance dated 07.10.2020 registered at the office of Sub-Registrar of Assurances at

Kalyan-2 under serial No. 8905/2020, the Promoter firm has acquired the portion of land admeasuring 295 sq. meters comprising of the land bearing Survey No. 228/1/B from H.R. Enterprises as the Vendor, Shri Balkrishna Pandurang Khismatrao and others as the Owners and the name of the Promoter is mutated in the revenue records as per mutation entry No. 2931.

vi) by and under the Deed of Conveyance dated 06.11.2023 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 23433/2023, the Promoter firm has acquired the portion of land bearing Survey No. 164 admeasuring 1720 sq. meters and Survey No. 195 admeasuring 330 sq. meters from the owners Shri Atul Ramesh Khismatrao and others and the name of the Promoter is mutated in the revenue records as per mutation entry No. 3331.

AND WHEREAS thus by and under the above referred Deeds and documents and the powers and authorities conferred upon the Promoter, the Promoter herein is well and sufficiently entitled to develop the abovesaid property;

AND WHEREAS in pursuance to letter issued under file reference No. Mahasul/T-2/Jaminbab-1/Rupantarnkar/SR-85/20 dated 13.03.2020, the conversion tax in respect of the land bearing Survey No.164 is ascertained and paid to the Tahsildar, Kalyan and the same is converted to non-agricultural assessment.

AND WHEREAS in pursuance to letter issued under file reference No. Mahasul/T-2/Jaminbab-1/Rupantarnkar/SR-86/20 dated 13.03.2020, the conversion tax in respect of the land bearing Survey No.194 is ascertained and paid to the Tahsildar, Kalyan and the same is converted to non-agricultural assessment.

AND WHEREAS in pursuance to letter issued under file reference No. Mahasul/T-2/Jaminbab-1/Rupantarnkar/SR-87/20 dated 13.03.2020, the conversion tax in respect of the lands bearing Survey Nos.197/2A, 197/2B, 197/2C is ascertained and paid to the Tahsildar, Kalyan and the same is converted to non-agricultural assessment.

AND WHEREAS in pursuance to letter issued under file reference No. Mahasul/T-2/Jaminbab-1/Rupantarnkar/SR-84/20 dated 17.03.2020, the conversion tax in respect of the land bearing Survey No.228/

1/B is ascertained and paid to the Tahsildar, Kalyan and the same is converted to non-agricultural assessment.

AND WHEREAS in pursuance to letter issued under file reference No. Mahasul/T-2/Jaminbab-1/Rupantarnkar/SR-85/20 dated 13.03.2020, the conversion tax in respect of the land bearing Survey No. 164 and Survey No. 195 is ascertained and paid to the Tahsildar, Kalyan and the same is converted to non-agricultural assessment.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoter, the Promoter has presently submitted the building plans in respect of the area admeasuring 14466 sq. meters thereby deducting the area not in possession admeasuring 65 sq. meters as well as area under nalla admeasuring 54 sq. meters from the total land admeasuring 14466 sq. meters comprising of all those pieces and parcels of land lying, being and situate at village Manda, Taluka Kalyan, bearing

Survey No.	Hissa No.	Area (sq.mts)
194	--	1370
197	2A	3700
197	2B	3800
197	2C	3700
228	1/B	295
164	--	1720

and further an area admeasuring 701 sq. meters is affected by 12 meter wide road widening and after deducting such portion, the net plot area available is 13765 sq. meters hereinafter called and referred to as the "said property" and more particularly described in the First Schedule hereunder written and the Promoter has obtained the building plans approved from the Kalyan Dombivli Municipal Corporation under the provisions of

Unified Development Control and Promotion Regulation under No. KDMC/TPD/BP/KD/2022-23/40 dated 04.08.2022 and re-validated under No. KDMC/TPD/6963 date 05.03.2024 the said building permission presently provides for construction of

Tower No.1 wing A, B, C – basement (part) stilt(part) ground floor(part + four podium (parking + residential + commercial) + fifth floor (residential)

Tower No.2 wing A, B – stilt + four podium (parking) + fifth floor to seventeen floors (residential)

Tower No. 3 – stilt + four podium (parking + residential) + fifth floor to twenty floor (residential) + twenty first floor (amenity floor)

Tower No. 4 – stilt + first floor to third floor (residential)

MHADA TOWER - stilt + first floor to fourteen floor (building to be handed over to MHADA)

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter are entitled to commence, carry out the construction work of the above referred scheme of construction of various buildings on the property more particularly described in the Schedule hereunder written in the name and style as "**The Nilaya**".

AND WHEREAS the Promoter has obtained the Environment Clearance from State Level Environment Impact Assessment

Authority, Environment Department, Mantralaya Mumbai under No. _____ dated _____.

AND WHEREAS the Promoter intend to obtain additional floors on the presently sanctioned buildings as well as sanction of new buildings by amalgamating the adjacent lands by following due process of law from the Kalyan Dombivali Municipal Corporation by way of revised sanctions and approvals.

AND WHEREAS previously M/s. Abhidarshan Corporation was a partnership firm and the same stood converted into a Limited Liability Partnership under the provisions of Limited Liability Partnership Act in the name and style as "Abhidarshan Corporation LLP" bearing LLP Identification No. ACD-2948 dated 10.10.2023

AND WHEREAS the Promoter have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings along with modifications, revisions and expansions therein to be constructed on the said property and have clearly brought to the notice and knowledge of the Purchaser herein that the certain buildings will have additional floors by availing permitted increases in floor space index as may be sanctioned from time to time in accordance with the provisions of the Unified Development Control and Promotion Regulation.

AND WHEREAS the Promoter has further intended to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time.

AND WHEREAS the Promoter declares that the above referred agreement, permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS the Promoter have disclosed and brought to the clear notice and knowledge of the Purchaser herein that the entire scheme of construction consists of several buildings and have also shown the lay-out, scheme of construction, the proposed infrastructural facilities and have also made aware

that the Promoter shall carry out the construction in phase-wise manner and that at present the construction of Tower No.3 shall be commenced and remaining buildings shall be constructed in due course in phase-wise manner and that in all events, the Promoter will as per the prevailing laws, rules, enactments and statutes shall follow the due process of law and obtain the revised sanctions, alterations and modifications and shall proceed with the construction work from time to time and shall exploit the maximum potentiality of floor space index and during the course of construction and completion of the entire scheme of construction will form a policy for the formation of the ad-hoc committee of the Promoters, co-operative housing society as well as the conveyance of the land and buildings to be transferred to the co-operative housing society and shall also make the arrangement and provision of the common infrastructural amenities and facilities to be used, utilized and enjoyed by all the flat purchasers in the scheme of construction in common.

AND WHEREAS the Promoter has further brought to the notice and knowledge of the Purchaser that in the entire scheme of construction there are two Recreational Ground (RG) viz. RG-1 and RG-2 and the same shall be an integral part of the entire scheme of construction known as **The Nilaya** and that the Tower No. 3 known as "**Xoha**" being an integral part of entire scheme of construction, the said RG-1 and RG-2 shall be for the common use for all the purchasers in the said entire scheme of construction and has further disclosed that except the MHADA Tower, one entire floor in each building shall be the amenity floor and purchasers of each such building shall be entitled to use and enjoy the respective amenity floor in that particular building separately and exclusively and the Promoter shall provide the common amenities and facilities such as Multi-purpose hall, Toddlers Room, Indoor Games Room on such amenity floor for the beneficial enjoyment of the purchasers of that particular building;

AND WHEREAS the Promoter has further brought to the notice and knowledge of the Purchasers that the Promoter and/or their sister concern is desirous of acquiring the abutting and adjacent lands and the Promoter shall provide the right of way/access to such adjacent lands from and through the 12 meters wide road passing from and through the said property as shown on the plan annexed hereto and the Purchasers of the flats/units in the present scheme of construction are aware of the said fact and will not raise any objection or hindrance in respect thereof in any manner whatsoever.

AND WHEREAS the Purchaser has gone through the entire recitals, seen and inspected the sanctioned plans, understood the policy of revision, expansion, modification in the sanctioned plans, availment of additional floor space index by the Promoter, the formation of society, transfer of land, provision of access to the adjacent portion of lands, provision of facilities on separate amenity floor for each building, sharing of RG-1 and RG-2 by all the purchasers in the entire scheme of construction, provision of separate building for MHADA nominees the said building shall be handed over to MHADA and other related provisions and expansions and after being satisfied about the same and in confirmation thereof has agreed to enter into this agreement and the Purchaser further declares that the above recitals, stipulations, covenants and provisions shall always remain binding upon him and he shall adhere the same in its entirety and shall not raise any objection and /or claim in respect thereof.

AND WHEREAS the Promoter has disclosed the above further scope of changes, modifications and shown the scheme of construction and the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted by the concerned town planning authorities from time to time.

AND WHEREAS the Promoter has 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 has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and obtained the certificate of registration under No. _____ in respect of the construction of Tower No.3; authenticated copy is attached in Annexure “F”.

AND WHEREAS the Promoter has 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 on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made 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 and marked as Annexure 'A' and 'B', respectively.

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms,

conditions, stipulations and restrictions which are to be observed and performed by the 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 has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat / Unit being No._____ on _____ floor, in Tower No.3 building admeasuring _____ sq.mt. carpet along with the right to use the areas of cupboards, open terrace if any as per the sanction plan plus the right to use the balcony areas admeasuring _____ sq. mt. (to be enclosed) attached to the flat premises in the scheme of construction known as "**The Nilaya**" being constructed on the said property described in the First Schedule hereunder written being the said premises.

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

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

AND WHEREAS, prior to the execution of these presents the Purchaser has 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 Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the

balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Tower No.3 building in the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____;

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 Purchaser, 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 Purchaser hereby agrees to purchase the said premises and the garage / covered parking (if applicable).

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat / Unit being No._____ on _____ floor in Tower No.3 known as "Xoha" admeasuring _____ sq.mt. carpet along with the right to use the balcony areas admeasuring _____ sq. mt. (to be enclosed) attached to the flat premises in the scheme of construction known as "The Nilaya" (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. _____

(Rupees _____ _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Promoter hereby will allot to the Allottee/s a car parking space bearing No.____ if so required by the allottee and / or it is declared by the Allottee that he is not interested in acquiring any parking spaces in the said building and further shall not demand such allotment and the same shall be binding on his and his family members and / or legal heirs.

1(b) The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application and hereby agrees and assures to pay to the Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner:

i. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter after execution of Agreement. (not exceeding 30% of the total consideration).
ii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of Plinth of the building or wing in which the said Apartment is located. (not exceeding 45% of the total consideration).
iii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. (not exceeding 70% of the total consideration).
iv. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment. (not exceeding 75% of the total consideration).
v. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. (not exceeding 80% of the total consideration).

vi. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located. (not exceeding 85% of the total consideration).

vii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed the Agreement of Sale of the building or wing in which the said Apartment is located. (not exceeding 90% of the total consideration).

viii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to M/s. Abhidarshan Corporation LLP

A/C No: _____

IFSC CODE: _____

Bank: _____

1(c) The total price above excludes Taxes, (Consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Services Tax and Cess or any other similar taxes, statutory 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 said premises

1(d) 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

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

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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(g) The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 Purchaser, 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 Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").

The Purchaser 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 Purchaser/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof.

The Purchaser 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 permission to the Purchaser for availing any such loan and for creation of any such mortgage / charge in the event the Purchaser has / have defaulted in making payment of the sale price and / or other amount wise payable by the Purchaser 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 Purchaser. The Promoter shall not be incurring any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

In case the Purchaser 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 Purchaser 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 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 Purchaser has 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 FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under

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

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser 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 Purchaser (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 installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct the expenses on account of handling and administration charges from the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

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

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

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

6. The Promoter shall give possession of the said premises to the Purchaser on or before 31st day of December 2027. If the Promoter fails or neglects to give possession of the Premises to the Purchaser 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 Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the 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 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 Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser 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 Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser 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 Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

8. The Purchaser 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if

any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority

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

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

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

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

10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand the provisional outgoings for maintenance taxes, municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) along with goods and services taxes and any statutory taxes if payable under law.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' 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 Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS & WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser 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 Purchaser 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 premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser 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 Purchasers;

x. The Promoter has 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 till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;

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 Purchaser/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 Purchaser'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 Purchaser in this behalf, the Purchaser 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 Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser 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 Society or the Limited Company.

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

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

vii. Pay to the 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 Premises is situated.

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

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment till the formation of the Society or the Limited Company as the case may be.

x. The Purchaser 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 Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser 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 Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser 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 Premises is situated is executed in favour of Apex Body or Federation, the Purchaser 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.

xiii. The entire Floor Space Index as permitted by the Municipal Authorities and / or Competent Authority shall vest in favour of the Promoter herein and the Promoter shall be well and sufficiently entitled to use, utilize and consume the same in the layout of the said property and avail the benefits thereof till the execution of the conveyance and transfer of the property.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Promoters shall be entitled to sell the premises in the said building for the purpose it is allowed and permitted in the sanctioned and/or revised plan by municipal authority and/or competent authortities.

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

18. THE Purchaser 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 purchaser.

19. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, 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. on the said land.

20. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser 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 purchaser is aware of the same and the Purchaser 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 purchaser under this agreement. The Purchaser 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 Purchaser/s under this agreement.

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

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser 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 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.

22. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter:

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

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

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

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

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

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

g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

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

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

ii) fencing, partition, retaining walls will not be constructed between the buildings.

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

iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers

v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.

vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.

viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser 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 entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

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

24. The Promoter has clearly brought to the notice and knowledge of the Purchaser

(i) the Promoters have shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as

future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same. It is further brought to the notice and knowledge of the Purchaser that there are certain reservations to be handed over to the municipal authorities and that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed over to the cooperative housing society on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further revisions, modifications and alterations therein from time to time and the Purchaser do hereby confirm the same.

(ii) that there will be changes, modifications, further expansion in the scheme of construction and its present and future course of the scheme of development on the said property in the manner herein recited

(iii) that the Promoters have intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation and further the Promoters have given the clear inspection of the tentative plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.

and the Purchaser has clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have informed the purchaser that the project comprises of construction to buildings and that there will be common access and internal roads, provision of RG1 and RG2, separate amenity floor in each building for the exclusive use of the purchasers of such building, common electric and telephone vales, waterlines, drainage lines and sewage treatment and other common amenities in the said Property and the promoters shall be entitled at all times to lay such pipe lines, sewage lines etc. through any part of the said Property and buildings irrespective of whether the conveyance is executed in favour of the said incorporated body of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an apex body, federation or association or a Committee of their representative for maintaining the common amenities and facilities accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser of premises in the building on the said land or any of the said incorporated bodies of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common amenities and facilities aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser or Purchasers of premises in the building on the said Property or any of the said incorporated bodies of purchasers or an apex body federation, association, Committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection and shall allow free access to the Promoters, their servants and agents through any part of the said Property and building for the purposes aforesaid irrespective of whether the said Property is transferred to the said Society/ies.

26. IT is agreed that the said Society shall join as a member of the intended Apex Body of Federation or Association or in the alternative of such Committee as may be formed of the representative of each of the said Society on the said Property and such Apex, Federation, Association or Committee as the case may be (hereinafter referred to as

"the Apex Body") shall be in charge of maintenance of access roads, common recreation spaces, sewage treatment plant and all other common amenities in the said Property and the said incorporated bodies of purchasers if already formed and otherwise each of the purchasers of premises shall contribute a share towards expenses of maintenance, repair and reconstruction of the internal and access roads, open recreation spaces, sewage treatment plant and all the common amenities as may be necessary individually or jointly with others, the Promoters shall not be responsible for any consequences thereof

27. Upon completion of the entire scheme of construction and completion of all the building in the said property and exploiting the full available construction potential of the said property including any additional potential that may become available, the Promoter shall execute or cause to be executed in favour of each of the co-operative societies formed in respect of each building standing on the said property, a conveyance of the undivided share in the said property of the said co-operative society. The undivided share coming to each of the Co-operative societies would be calculated on the basis of the FSI utilized for the purpose of construction of the respective building belonging to such Co-operative society/ies. In addition to the undivided share in land, the Promoter shall conveyor cause to be conveyed in favour of each of the respective co-op society/ies the building/s which is occupied by the members of such society/ies.

28. The Purchaser is aware that the Promoters will be consuming the full FSI potential in relation to the total area of the said entire property as permissible under the relevant D.C Regulations while constructing the said building on the basis of the approved single layout. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the building has no relation with the area of the land on which the said building is constructed. The conveyance shall be executed only after the completion of the entire project/layout and exploitation of the full construction potential on the said property In view of what is stated above, it is hereby agreed that none of the purchasers and none of the societies so formed shall claim any proportionate benefit of F.S.I in respect of their individual buildings nor shall they be entitled to raise any

objection for the imbalance in the distribution/ consumption of F.S.I inter se between the buildings.

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

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

31. IT is clearly brought to the notice and knowledge of the Purchaser herein and the Purchaser herein is well and sufficiently aware of the fact that there are several buildings plus MHADA building in all to be constructed by the Promoter on the portions of the land described in the Schedule hereunder written herein forms an integral part of the entire property and accordingly the Purchaser herein shall be entitled to use, utilize and enjoy the common amenities and facilities of the entire scheme of construction along with the other Purchasers and on formation and registration of the society, the said society and the members thereof shall be liable and responsible to bear and pay the proportionate maintenance and administrating charges of such common amenities of the said entire scheme of construction and the Purchaser shall contribute and pay his proportionate share as and when called upon. It is further agreed that taking into consideration the common amenities and conveyance of the said buildings and the area underneath it shall be conveyed to a cooperative housing society which may a single cooperative housing society building wise and / or combined cooperative housing society of the buildings situated on the portion of land described in the Schedule

hereunder written and / or apex body of all the buildings in the said Scheme of Construction and the Promoter herein shall have the exclusive right, authority and option to exercise his discretion thereto and such discretion of the Promoter shall be binding upon the Purchaser herein.

32. The Promoter have disclosed and clearly brought to the knowledge and notice of the Purchaser herein

(i) that the building plans are approved from the Kalyan Dombivli Municipal Corporation under the provisions of Unified Development Control and Promotion Regulation under No. KDMC/TPD/BP/KD/2022-23/40 dated 04.08.2022 and re-validated under No. KDMC/TPD/6963 date 05.03.2024 on the land admeasuring 14466 sq. meters thereby deducting the area not in possession admeasuring 65 sq. meters as well as area under nalla admeasuring 54 sq. meters and the Promoter are entitled to construct on the net area of the plot admeasuring 13765 sq. meters after deducting an area admeasuring 701 sq. meters affected by 12 meter wide road widening.

(ii) that the Promoter have intended to have additional FSI as may be permitted by the Kalyan Dombivali Municipal Corporation on account of Transferable Development Rights, Staircase FSI, increases in FSI and/or FSI on account of amenities and shall have additional construction / extensions thereon and for the sake of brevity, good order and record the said buildings with further expansions and extension are shown on the plan annexed hereto;

(iii) that the Promoter intends to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time as the case may be and obtaining the revised building permission from the Kalyan Dombivli Municipal Corporation by having maximum potentiality of floor space index from time to time;

(iv) the Promoter have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible FSI to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the

Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the proposed construction on the said portion of land out of the entire property, the amalgamation of certain adjacent and abutting properties thereto from time to time and for the sake of good order and record the Promoter has clearly depicted the portions of land on the plan annexed hereto;

v) that the Promoter have disclosed and brought to the clear notice and knowledge of the Purchaser herein that the entire scheme of construction consists of several buildings and have also shown the lay-out, scheme of construction, the existing and proposed infrastructural facilities and have also made aware that there is provision of separate MHADA Tower in the said project and the said building shall be allotted to MHADA nominees, there is provision of separate amenity floor in each building, RG1 and RG2 as shown in plan shall be for the common use of all the purchasers in the said scheme of construction, 12 meter wide road shall be provided to the buildings to be constructed on the adjacent land to be acquired by the Promoter or their sister concern and that in all events, the Promoter will as per the prevailing laws, rules, enactments and statutes shall follow the due process of law and obtain the revised sanctions, alterations and modifications and shall proceed with the construction work from time to time and shall exploit the maximum potentiality of floor space index and during the course of construction and completion of the entire scheme of construction will form a policy for the formation of the ad-hoc committee of the Promoters, co-operative housing society as well as the conveyance of the land and buildings to be transferred to the co-operative housing society and shall also make the arrangement and provision of the common infrastructural amenities and facilities to be used, utilized and enjoyed by all the flat purchasers in the scheme of construction in common.

And that the Purchaser has clearly inspected and scrutinized above facts and contents as envisaged and provided herein above and upon being fully satisfied and understanding the same, the Purchaser hereby declare that the said above contents, stipulations and covenants shall always be binding upon him and he shall at all material times adhere to such covenants and that the Purchaser shall

always extend his/her/their sincere cooperation to the Promoter and will not raise any objection, hindrance and/or obstruction thereto.

33. IN the event of any land of the said entire land being notified for setback, D.P. Road, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.

34. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement. The Purchaser herein along with the committee members of the adhoc committee or the members of the Cooperative Housing Society Ltd., shall be liable and responsible to operate and maintain all the environmental management facilities and all incidental facilities thereto by forming an adhoc committee or any corporate body and to create the fund for recurring the cost of such operation and maintenance of environmental management facilities.

35. 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 Purchaser/s who has taken or agreed to take such said premises. However, if the said premises form a subject matter of any construction loan, the Promoter shall obtain the no objection certificate from such bank or financial institution and shall the said charge / mortgage release.

36. BINDING EFFECT

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

37. 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.

38. RIGHT TO AMEND

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

39. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

40. 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.

41. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT
Wherever in this Agreement it is stipulated that the Purchaser has 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.

42. 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.

43. 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 Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

44. The Purchaser 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 and/or its representative will attend such office and admit execution thereof.

45. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser

or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s:

_____

Address of Purchaser/s:

_____

Notified Email ID: _____

M/s. Abhidarshan Corporation LLP
Address: A-35 Patil Bhuvan , N.S.B Road ,Mulund -west, Mumbai-400080.

Email ID: abhilashagroup.realty@gmail.com

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

46. JOINT PURCHASERS
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

47. 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 and all other direct and indirect taxes applicable under law, statutes and enactments shall be borne by the Purchaser alone. The Purchaser 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 subject to the provisions of the said Act.

48. 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.

49. 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 courts will have the jurisdiction for this Agreement.

50. 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 OF THE DEVELOPABLE LAND

All that piece and parcel of land admeasuring 13765 sq. meters after deducting the area not in possession, area under nalla and area affected by road comprising of all those pieces and parcels of land lying, being and situate at village Manda, Taluka Kalyan, bearing

Survey No.	Hissa No.	Area (sq.mts)
194	--	1370
197	2A	3700
197	2B	3800
197	2C	3700
228	1/B	295
164	--	1720
	Total →	14585

within the limits of the Kalyan Dombivali Municipal Corporation and bounded as follows:

On or towards East :

On or towards West :

On or towards South :

On or towards North :

subject to the land affected by roads, reservations, set backs to be handed over to the Kalyan Dombivali Municipal Corporation as well as the land on which the MHADA Tower is to be constructed and together with all easement rights and benefits.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

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
Promoters
M/s. **Abhidarshan Corporation LLP**
through its partner
_____ _____

SIGNED & DELIVERED
by the within named Purchaser/s

_____

(PAN)

_____

(PAN)

_____
(PAN)

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

Amount	Cheque No.	Date	Bank	Branch

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

Rs. _____

We say received

M/s. **Abhidarshan Corporation LLP**
through its partner

_____

The Promoters

ANNEXURE – A - Copy of Title Report

ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority

ANNEXURE – E	Specification and amenities for the Premises,
ANNEXURE –F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.