

KDMC Ward No. : 10/43

Village : Kanchangaon

Flat No. : _____, On _____ Floor, _____ BHK

Building Name : **“AMBER ELEGANCE”**

Flat Area : _____ sq. meters (Rera Carpet)

Car Parking : Unit No. _____

Market Value : Rs. _____/-

Agreement Value : Rs. _____/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 2024

BETWEEN

M/s. AMBER ENTERPRISES, a registered Partnership Firm, registered under the provisions of Indian Partnership Act, 1932 and having its registered office at : **413, Zest Business Spaces, M. G. Road, Ghatkopar (East), Mumbai – 400 077, (Pan No. AADFA1562C)**, Mobile No. **9136220333** Email ID: **info@amberbuildcon.com**, Hereinafter called as the **“PROMOTER/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include the present and future partners of the said Firm or their survivor and heirs, executors, administrators, and assigns of such survivor) being the **PARTY OF FIRST PART.**

AND

Mr./Mrs. _____

Pan No. _____ Mobile No. _____

Email ID: _____ aged _____ years, occupation :
Service/Business

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

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

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

WHEREAS Shri Vishal Ganesh Shelar and Others along with Promoters herein are the owners of and/or otherwise well and sufficiently entitled to all that piece and parcel of land being and situate at **Village Kanchangaon**, Taluka Kalyan, District Thane bearing :

Old Survey No./ Hissa No.	New Survey No.	New Hissa No.	Total Area on 7/12 extract (in Sq. meters)
91	25	3/1	7310 Sq. meters

and within the limits of Kalyan Dombivli Municipal Corporation, hereinafter called and referred to as the **“Said entire Property”** and is more particularly described in the **FIRST SCHEDULE** herein underwritten.

AND WHEREAS Since prior to the year 1969 landlord Mr. Dattatraya Ganesh Mulekar was the owner and one Mr. Hendrya Bhau Farde (Shelar) was the tenant of the said owner to the said entire property.

AND WHEREAS Upon fixation of the purchase price U/S. 32G of the Bombay Tenancy and Agriculture Land Act, 1947, by the Agricultural Land Tribunal and additional Tahasildar Kalyan and upon payment of the purchase price the Addl. Tahasildar Kalyan issued purchase certificate dated 24/11/1969 U/S. 32M of the said Act in favour of the said tenant Mr. Hendrya Bhau Farde (Shelar) in respect of said entire property.

AND WHEREAS At the issuance of the said Mr. Hendrya Bhau Farde (Shelar) the revenue authority based on the said 32M Certificate vide Mutation Entry No. 1792 dated 18/03/1973 removed the charge of purchase price of the landlord from the others rights and confirmed the ownership of the said Mr. Hendrya Bhau Farde (Shelar) of said entire property.

AND WHEREAS The Mr. Hendrya Bhau Farde (Shelar) died intestate sometime in the year 1950 leaving behind him his two sons Viz. Rajaram and Heera. However, Rajaram Farde (Shelar) died intestate sometime in the year 1970 leaving behind him his widow Anubai minor Sons Yashwant, Naresh, Nagesh and Ashok represented by their natural guardian and

mother Anubai. Upon heirship enquiry the Revenue Authority vide Mutation Entry No. 1875 dated 12/05/1975 recorded the names of the above heirs in the Extract of 7/12 of the said entire property in place of said deceased.

AND WHEREAS Out of those heirs Mr. Heera Hendra Farde died intestate on 04/06/1989 leaving behind him his widow venubai Son Ganesh and 3 married daughters Mrs. Jaibai Rajaram Ahire, Mrs. Tai Pandurang Kathe and Mrs. Vaishali Gurunath Enker and upon heirship enquiry the Revenue Authority vide Mutation Entry No. 176 dated 05/01/1999 recorded the names of the above heirs in the Extract of 7/12 of said entire property in place of said deceased.

AND WHEREAS Out of those heirs Mr. Nagesh Rajaram Farde died intestate on 07/08/1998 leaving behind him his widow bebi and Minor Sons Nitesh and Avinash so also Shri Ashok Rajaram Farde and his wife Pushpa died intestate on 21/03/1999 leaving behind them their 2 minor sons viz. Akash and Aatish both represented by their grandmother Smt. Radhabai Chintaman Mhatre at the instance of the heirs of said deceased Mr. Ashok Rajaram Farde and Mr. Nagesh and upon heirship enquiry the Revenue Authority vide Mutation Entry No. 457 dated 02/08/2010 brought the names of aforesaid heirs in the Extract of 7/12 of said property in place of said deceased.

AND WHEREAS By and under Development Agreement dated 03/03/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 1333/2008 dated 03/03/2008 made and executed between Smt. Anubai Rajaram Farde and Others as the Owners and M/s. Amber Enterprises, a Partnership Firm as the Promoters herein, therein called and referred to as the Developers, the Promoters herein acquired the development rights of said entire property from said owners on terms, conditions and for the consideration mentioned therein and in pursuance thereof to said Development Agreement dated 03/03/2008, the said owners have also granted the Power of Attorney dated 03/03/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 1334/2008 dated 03/03/2008 in respect of said entire property in favour of Promoters herein ;

AND WHEREAS For the purpose of development of said entire property, the Sub-Divisional Officer Thane by and under his order bearing order No. TD/T-6/KV/KALYAN/VP/SR-141/10 dated 13/09/2010 got the conditions u/s. 43 of the Tenancy Act removed by paying Nazrana, thus the said entire property has now become freehold and the effect of the said order was given by the Revenue Authority into the Revenue record of rights vide

Mutation Entry No. 761 dated 20/02/2016. So also, the Tahsildar Kalyan vide his Order bearing No. Mahasul/T-2/JAMINBAB/VINSHCHTI/MOUJE KANCHANGAON/SR/238/16 dated 17/09/2016 confirmed the freehold tenure of the said entire property.

AND WHEREAS The heirs of said deceased Nagesh Rajaram Farde Viz. Mr. Nitesh Nagesh Farde (Shelar) and Mr. Avinash Nagesh Farde (Shelar) while confirming the said Development Agreement dated 03/03/2008 executed and registered an irrevocable general power of attorney dated 25/07/2016 at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 2317/2016 dated 25/07/2016 in favour of said Promoters herein to enable the Promoters to develop the said entire property in pursuance to the said Development Agreement.

AND WHEREAS Aakarphod patrak Hissa Form No. 12 in respect of said Survey No. 25/3 (Part) area 7310 Sq. meters was caused under The Tahsildar Kalyan Order No. MSHA/T-10/Hakknond/KV-433/17 dated 02/03/2017 under which the said Survey No. was allotted New Survey No. / Hissa No. 25/3/1 area 0-H-66R-9P Pot Kharaba 0-H 06R-2P and the effect of this change was given into the Revenue Record of rights vide Mutation Entry No.790 ;

AND WHEREAS The Promoter/s with view to develop the said entire property submitted necessary building Plans with Kalyan Dombivli Municipal Corporation for approval and accordingly Kalyan Dombivli Municipal Corporation approved the said plans and granted Building Commencement Certificate bearing No. KDMP/NRV/BP/DOB/CC/0024 /19 dated 18/03/2019 in respect of said entire property.

AND WHEREAS As per the development plan published for the City of Kalyan Dombivli Municipal Corporation an area of land admeasuring 1420 sq. meters from said entire property is affected by 18.00 meters wide D.P. Road and by 24.00 meters wide D. P. Road and due to said reasons said entire property is naturally sub-divided into two plots one plot admeasuring 4424.00 sq. meters recognized as Plot No. A in sanctioned Plan and another plot admeasuring 1225.00 sq. meters recognized as Plot No. B and both of said plot falls in Residential Zone.

AND WHEREAS As per Building Commencement Certificate dated 18/03/2019 single Building of **Stilt Plus First Floor to Eleventh Floor (Residential)** is sanctioned on said Plot "B" as per sanctioned plan forming the part of said entire property.

AND WHEREAS By and under Deed of Transfer dated 24/09/2019, registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 10576/2019 dated 24/09/2019 made and executed between Smt. Anubai Rajaram Farde and Others through her constituted Attorney Holder M/s. Amber Enterprises through its Partner Mr. Pritesh K. Patel as the Vendor/Transferor and Kalyan Dombivli Municipal Corporation as the Transferee and the Promoters have handed over the area of land admeasuring 1420 sq. meters which is affected by 18 Meter D.P Road and 24 Meter D.P Road to Kalyan Dombivli Municipal Corporation and the effect of the said Deed of Transfer is given into the Revenue Record of Rights vide Mutation Entry No. 949 dated 25/11/2019 ;

AND WHEREAS The appeal is filed sub-divisional officer, Kalyan sub-division kalyan in the court of Mumbai by Tenancy and Agriculture Land Act, 1948 (74) Sr. No. Tenancy KV-02/2020, in this said appeal the court has passed the order dated 20/01/2020 and the effect of this was given into the Revenue Record of rights vide Mutation Entry No. 983;

AND WHEREAS Out of those heirs Mr. Naresh Rajaram Farde died intestate on 07/02/2015 leaving behind him his widow Nanda and 2 Sons Yogesh and Yogendra and daughter namely Yogita Jagdish Bhagat at the instance of the heirs of said deceased Mr. Naresh Rajaram Farde and upon heirship enquiry the Revenue Authority vide Mutation Entry No.1003 dated 09/09/2020 brought the names of aforesaid heirs in place of deceased.

AND WHEREAS By and under Deed of Confirmation dated 12/02/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan – 4 under Sr. No. 2199/2020 dated 12/02/2020 made and executed between the Promoters herein, therein called and referred to as the Developers and Smt. Meena G. Shelar and 2 others as the Owners, the said Owners Viz. Smt. Meena G. Shelar and 2 others have confirmed and consented the execution of said Development Agreement dated 03/03/2008 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 12/02/2020 the said Smt. Meena G. Shelar and 2 others have executed Power of Attorney dated 12/02/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr. No. 2200/2020 in favour of the promoters herein.

AND WHEREAS By and under Deed of Confirmation dated 01/12/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan–4 under Sr. No. 10021/2020 dated 01/12/2020 made and executed between the Promoters herein, therein called and referred to as the Developers and Smt. Nanda Naresh Shelar and 3 others as the Owners, the said Owners Viz. Nanda Naresh Shelar and 3 others have confirmed and consented the

execution of said Development Agreement dated 03/03/2008 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 01/12/2020 the said Smt. Nanda Naresh Shelar and 3 others have executed Power of Attorney dated 01/12/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr. No. 10022/2020 in favour of the Promoters herein.

AND WHEREAS The Collector, Thane by and under his order bearing No. MAHSUL/K-1/T-7/SANAD/SR-03/2020 dated 02/12/2020 has granted Sanad as is evidenced vide Mutation Entry No. 1085 dated 09/11/2021 their names have been recorded into the Record of Rights.

AND WHEREAS By and under Release deed dated 10/11/2020 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 3749/2021 dated 24/03/2021 made and executed between the Mrs. Tai Pandurang Kathe and Mrs. Vaishali Gurunath Enkar thought their power of attorney holder Mr. Vishal Ganesh Shelar (Farde) as Releasors have released, relinquish and surrendered all their rights, title and interest in said entire property absolutely and forever in favour of Mrs. Meena Ganesh Shelar, Mr. Vishal Ganesh Shelar, Mr. Chetan Ganesh Shelar and same have been recorded into the Record of Rights as is evidenced vide Mutation Entry No. 1038 dated 12/05/2021;

AND WHEREAS By and under Deed of Confirmation dated 22/04/2021 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 4776/2021 dated 22/04/2021 made and executed between the Promoters herein, therein called and referred to as the Developers and Mr. Aakash Ashok Shelar and 1 other as the Owners, the said Owners Viz. Mr. Aakash Ashok Shelar and 1 other have confirmed and consented the execution of said Development Agreement dated 03/03/2008 in favour of Promoters herein and in pursuant to said Deed of Confirmation dated 22/04/2021 the said Mr. Aakash Ashok Shelar and 1 other have executed Power of Attorney dated 22/04/2021 registered at the Office of Sub-Registrar of Assurances at Kalyan-3 under Sr. No. 4777/2021 dated 22/04/2021 in favour of the promoters herein.

AND WHEREAS By and under Deed of Conveyance dated 20/10/2021 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 19254/2021 dated 20/10/2021, read with Deed of Correction dated 12/01/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 764/2022 dated 12/01/2022 both made and executed between the Smt. Jaibai Ramchandra Ahire as the Owner and the Promoters herein, therein called and referred to as the Purchasers, said Smt. Jaibai Ramchandra Ahire has sold, conveyed and transferred the area of land admeasuring 655.00 Sq. Meters forming the part of aforesaid entire

property in favour of Promoters herein and same have been recorded into the Record of Rights as is evidenced vide Mutation Entry No. 1158 dated 20/07/2022 ;

AND WHEREAS By and under Deed of Conveyance dated 20/10/2021 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 19255/2021 dated 21/10/2021 read with Deed of Correction dated 12/01/2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 763/2022 dated 12/01/2022 both made and executed between Smt. Anubai Rajaram Farde and 11 Others as the Owners and the Promoters herein, therein called and referred to as the Purchasers, the said Smt. Anubai Rajaram Farde and 11 Others have sold, conveyed and transferred the area of land admeasuring 2945.00 Sq. meters forming the part of aforesaid entire property to the Promoters herein as absolute owner and same have been recorded into the Record of Rights as is evidenced vide Mutation Entry No. 1109;

AND WHEREAS For development of said entire property the Tahasildar, Kalyan by and under his order bearing No. MAHSUL/T-2/JAMINBAB-1/RUPANTARANKAR/SR/239/2021 dated 08/11/2021 has confirmed that Non-Agricultural use permission is not required for the development of said entire property and same have been recorded into the Record of Rights as is evidenced vide Mutation Entry No. 1086 dated 09/11/2021.

AND WHEREAS The Promoters herein decided to developed the Plot B as per sanctioned plan forming the part of said entire property and accordingly the Promoters herein submitted revised building plans for the purpose of development of Plot “B” admeasuring 1225 sq. meters forming the part of said entire property with Kalyan Dombivli Municipal Corporation for approval and Kalyan Dombivli Municipal Corporation approved the said plans and granted **Revised Building Permission bearing No. KDMC/ TPD/ BP/ DOM/ 2018-19/ 0024/ 363 dated 29/11/2021** in respect of said **Plot B**;

AND WHEREAS As per Revised Building Permission dated 29/11/2021 single Building of **Stilt (Part) Plus First to Nine Upper Floor (Residential)** is sanctioned on said **Plot “B”** as per sanctioned plan forming the part of said entire property, **hereinafter the area of land admeasuring 1225.00 sq. meters recognized as Plot “B” in sanctioned plan forming the part of said entire property is herein after called and referred to as “Said Property”** and is more particularly described in the **SECOND SCHEDULE** hereunder written and is subject matter of present development and the building sanctioned on said property is herein after called and referred to as **“Said Building”**;

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

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

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

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

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

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

AND WHEREAS The Purchaser/s after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and

amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement.

AND WHEREAS The Promoters have entered into a standard Agreement with an Architect **Shri. Shirish G. Nachane - Sthapatya Nirmaan** Civil and Architectural Services registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

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

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

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

AND WHEREAS The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and 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/s, as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure D.

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

AND WHEREAS While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS The Purchaser/s has / have applied to the Promoters for allotment of **Flat bearing No. _____ on _____ Floor, _____ BHK, admeasuring _____ sq. meters (Rera Carpet) Plus Stake / Tower Mechanical Car Parking Unit No. _____ admeasuring _____ sq. meters** in the building known as “**AMBER ELEGANCE**” being constructed on the said property described in the **THIRD SCHEDULE** hereunder written being the said premises;

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

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

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

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

AND WHEREAS, Under section 13 of the said Act the Promoters is/are required to execute a written Agreement for sale of said Premises with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises.

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

1. The Promoters 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 Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) i) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s, the premises being **Flat bearing No.** _____ **on** _____ **Floor, ,** _____ **BHK, admeasuring** _____ **sq. meters (Rera Carpet) Plus Stake / Tower Mechanical Car Parking Unit No.** _____ **admeasuring** _____ **sq. meters** in the building known as **“AMBER ELEGANCE”** (herein after referred to as the **“said**

premises”) being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the price/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 Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking/garage space at _____ level basement/podium/stilt/mechanical car parking unit bearing No._____ admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance, being constructed in the layout for the total consideration of Rs. _____/- (Rupees _____ Only)

OR

(ii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration.

1) (b) The total aggregate consideration of the said premises including covered parking space is Rs. _____/- (Rupees _____ only)

1)(c) the Purchaser/s agrees to pay the said consideration amount to the Promoter herein in the following manner :-

- i) Rs. 10 % paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs. 35 % to be paid to the Promoters on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs. 25 % to be paid to the Promoters on completion of slabs of the Building in which the said Premises is situated.
- iv) Rs. 05 % to be paid to the Promoters on completion of the walls and internal plaster of the said premises.
- v) Rs. 05 % to be paid to the Promoters on completion of the floorings and tiling work of the said premises.

- vi) Rs. 05 % to be paid to the Promoters on completion of the staircases, lift wells, lobbies up to the floor level of the said premises.
- vii) Rs. 05 % to be paid to the Promoters on completion of the external plaster and elevation of the building in which the said premises is situated.
- viii) Rs. 05 % to be paid to the Promoters on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings, floorings of staircase, common lobbies, entrance lobby terraces with water proofing, external plumbing, paving of area.
- ix) Rs. 05 % to be paid to the Promoters at the time of handing over of the possession of the said Premises 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. AMBER ENTERPRISES

A/C No. : 0669102000025188

IFSC CODE : IBKL0000669

BANK : IDBI Bank Ltd

BRANCH : Ramnagar, Dombivli East

- 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 and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchaser/s Application for Allotment / Request for Allotment, whether payable now and/or in future and/ or those which is/ are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/ rules/ regulations, and shall be to the account and liability of and borne and paid by the Purchaser/s alone, without any delay/ protest, including if such amounts are proposed to be deposited by the Promoters 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 Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 1(f) The Promoters may allow, in their sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.
- 1(g) The Promoters shall confirm the final carpet area that have been allotted to the Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there are any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser/s authorizes the Promoters to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Purchaser/s undertakes not to object/ demand/ direct the Promoters to adjust his payments in any manner.

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

2.2) **COMPENSATION :**

TIME IS ESSENCE :

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

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

- 3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 2680.83 square meters only and Promoters have planned to utilize Floor Space Index of 4574.72 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 4574.72 square meters as proposed to be utilized by him on the project land in the said Project and Owner/s/allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4) **TERMINATION OF AGREEMENT:**

- 4.1) If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoters.
- 4.2) Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement :

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

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Promoters.

- 4.3) The Promoters herein shall be entitled to deal with the said apartment with any prospective buyers. Delay in issuance of any reminder/s or notices from the Promoters shall not be considered as waiver of Promoters absolute right to terminate this agreement.
- 4.4) For whatsoever reason if the Purchasers herein, without any default or breach on his/her/their part, desire to terminate this agreement /

transaction in respect of the said apartment then, the Purchaser/s herein shall issue a prior written notice to the Promoters as to the intention of the Purchaser/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoters shall issue a 15 day's notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of the Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

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

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

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

6) **POSSESSION OF THE PREMISES:**

The Promoters shall give possession of the said premises to the Purchaser/s **on or before 31/12/2028**. If the Promoters fails or neglects to give possession of the Premises to the Purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if

the completion of building in which the Premises is to be situated is delayed on account of

- i) War, civil commotion or Act of God;
- ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

If the Purchaser/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoters and on cancellation of the agreement he / she shall give Only 30 days period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Promoters shall forfeit the 20% of the total amount received from the Purchaser/s as and by way of liquidated damages, while repaying the money paid by the Purchaser/s.

7.1) **Procedure for taking possession –**

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said premises to the Purchaser/s. The Promoters agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s

agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3) **Failure of Purchaser/s to take Possession of the said premises from the Promoters:**

Upon receiving a written intimation from the Promoters as per clause 7.1, the Purchaser/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided herein such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

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

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

Purchaser/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.

- 7.6) Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.
- 7.7) Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and permits that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/ written representations whatsoever.
- 7.8) Under the present Agreement at this stage while obtaining Commencement Certificate Promoters to use actual Basic F.S.I. and The TDR generated from the handing over against The D.P. Road and in future promoter to obtain Balance TDR(Transferable Development Rights) benefits, Ancillary FSI benefits, Premium FSI benefits on payment of premium on the said property and Commencement Certificate and Plans have been approved presently only on an actual F.S.I./ Basic F.S.I. and The TDR generated from the handing over against The D.P. Road of the said Property. The Promoters, however, reserve their right, to use the unutilized Floor Space Index/ any other development potential/Transferable Development Rights and the Floor Space Index/ and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation any other development potential that may become available in future in respect of the said Property and Transferable Development Rights of any other property on the said Property.

For all times in future, Promoters shall be entitled to use/consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws.

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

day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

- 9.1) The Promoters after formation and registration of such ad-hoc committee, its administration and management and with the

cooperation and support of the purchasers in the building/s shall form and register the co-operation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

- 9.2) The Promoters shall, within three months of registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Owners in the project land on which the building.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

- 9.3) Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Premises is / are ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Promoters provisional Two Years contribution of Rs. _____/- towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters 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 Promoters to the Society or the Limited Company, as the case may be.
- 10) The allottee/s / purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts **under this clause are non-refundable and non-accountable, the promoter shall not be liable to render any account of such**

amounts to the Purchasers or the society or Any other person or body:-

- (i) Rs._____-/- for share money, application entrance fee of the Society.
 - (ii) Rs._____-/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. ____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
 - (iv) Rs._____-/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____-/- For Deposit towards Water, Electric, and other utility and services connection charges.
 - (vi) Rs. _____-/- for deposits of electrical receiving and Sub Station provided in Layout.
- 11) The Allottee/Purchaser shall pay to the Promoter a sum of Rs. _____-/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoters, 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/s shall pay to the Promoters, 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 land to be executed in favour of the Society or Limited Company.

13) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building /wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;
- vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

- viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
 - ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
 - x) The Promoters have duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
- 14) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoters as follows :-
- i) To maintain the said premises the Purchaser's own cost in good and 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/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- iii) To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good 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 Promoters and/or the Society or the Limited Company.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the

compound or any portion of the project land and the building in which the Premises is situated.

- vii) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and necessary intimation is provided to the Promoters and no opposition therefor is sought by the purchaser/s from the Promoters for such transfer and assignment.
- x) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings

or any part thereof to view and examine the state and condition thereof.

- xii) Till a conveyance of the project land on which the building which apartment is situated 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 or any part thereof to view and examine the state and condition thereof.
 - xiii) That the Purchaser/s shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser/s.
 - xiv) That nothing herein contained shall construe as entitling the Purchaser/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/s to the Promoters in this regard.
- 15) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15 (a) The Purchaser/s has/have seen the layout of the proposed building and has/have agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
- 15 (b) THE Purchaser/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 purchaser/s.

- 15 (c) The Purchaser/s have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information.
- 15 (d) The Promoters have brought to the clear notice and knowledge of the Purchaser/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoters have brought to the notice and knowledge of the Purchaser/s that during the course of construction / development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser/s is/are aware of the same and the Purchaser/s shall not raise any obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser/s further confirm and undertake that he

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

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

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

- a) to form a co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchaser/s to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- d) to decide from time to time when and what sort of document of transfer should be executed.
- e) 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.
- f) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to

the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies and the Purchaser/s has/have clearly understood the same and shall not raise any claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

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

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

conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

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

15 (g) The Promoters have clearly brought to the notice and knowledge of the Purchaser/s and clearly shown and disclosed to the Purchaser/s that

- (i) Presently the Promoter/s is/are carrying out the construction work on the said property in accordance with the revise plan bearing No. KDMC/TPD/BP/DOM/2018-19/0024/363 dated 29/11/2021 in respect of said property and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoter/s from time to time for further expansion, modifications and renewals during the course of construction and till the completion of the entire scheme of construction and the Promoter/s will proceed with the construction work on the said property.

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

potential of the floor space index on all grounds as permissible under law.

(iii) that they have prior to the purchaser/s acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser/s the nature and scope of construction, the land affected by roads and reservations, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation permitted increases on all grounds as may be granted by the Kalyan Dombivli Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property following the due process of law prescribed under RERA Act and Rules and Regulations made thereunder..

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

- 15 (i) It is clearly brought to the notice of the Purchaser and the Purchaser/s is/are made aware that Government may impose certain taxes and levies in future and therefore the Purchaser/s herein is/are entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Purchaser/s, then the Purchaser/s shall refund and reimburse the same to the Promoters on demand.
- 15 (j) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and/or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Co-operative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.
- 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 Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Society/Limited Company as hereinbefore mentioned.
- 17) **PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter execute this Agreement, he shall not mortgage or create on the apartment and if any such mortgage or charge is made

or crated 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 who has taken or agreed to take such Apartment.

18) BINDING EFFECT

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

19) 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.

20) RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable

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

22) **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.

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

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

24) **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.

25) **PLACE OF EXECUTION**

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

- 26) The Purchaser/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 27) That all notices to be served on the Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified above.

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

28) **JOINT PURCHASERS**

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

29) **Stamp Duty and Registration and statutory taxes and levies :-**

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

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

31) **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.

- 32)
- It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the purchaser/s and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at their sole discretion.

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

FIRST SCHEDULE

(Description of the Said Entire property)

All that piece and parcel of land lying, being and situate at **Village Kanchangaon**, Dombivli East, Taluka Kalyan, District Thane bearing:

Old Survey No./ Hissa No.	New Survey No.	New Hissa No.	Total Area on 7/12 extract (in Sq. meters)
91	25	3/1	7310 Sq. meters

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

- ON OR TOWARDS EAST : 24 meters Road
- ON OR TOWARDS WEST : Shankar Shelar Plot
- ON OR TOWARDS NORTH : 18 meters Road
- ON OR TOWARDS SOUTH : Datta Shelar Plot
- together with all easementary rights, etc.

SECOND SCHEDULE

(Description of Said property and said Building Sanctioned thereon)

All that **Plot B** admeasuring **1225 sq. meters** as per sanctioned Plan forming the part of all that piece and parcel of land lying, being and situate at **Village Kanchangaon**, Dombivli East,Taluka Kalyan, District Thane bearing:

Old Survey No. / Hissa No.	New Survey No.	New Hissa No.	Total Area on 7/12 extract (in Sq. meters)	Area of Plot B as per sanctioned Plan (in Sq. meters)
91	25	3/1	7310 Sq. meters	1225 sq. meters

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

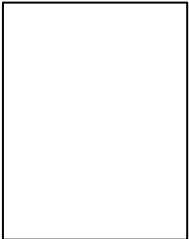
ON OR TOWARDS EAST : 24 meters Road
ON OR TOWARDS WEST : Shankar Shelar Plot
ON OR TOWARDS NORTH : 18 meters Road
ON OR TOWARDS SOUTH : Datta Shelar Plot
together with all easementary rights, etc.

THIRD SCHEDULE
(Description of said premises)

All that premises being **Flat bearing No. _____ on _____ Floor, _____BHK, admeasuring _____ sq. meters (Rera Carpet) Plus Balcony of _____ sq. meters Plus Car Parking Unit No. _____, admeasuring _____ sq. meters** in the building known as “**AMBER ELEGANCE**” to be constructed on the property described in the First Schedule herein above written.

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

SIGNED AND DELIVERED
by the within named



“PROMOTERS”

M/s. AMBER ENTERPRISES,
A Partnership Firm, through its Partner

Mr. _____

SIGNED AND DELIVERED

by the within named
“PURCHASER/S”

1) Mr. _____

2) Mr. _____

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 and Branch Name
1.				
2.				
3.				
Total			Rs. _____/-	-

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

I/we say received.

Rs. _____/-

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

Mr. _____