

Soman Sons Nirman LLP
Building AB- 'For B Wing'

08-10-24, 13-11-24
 29-11-2024

Ward No. _____,
 Village **Ambernath**
 Flat No. _____
 Floor _____
 Building No. Bldg: AB-1
 Wing **'B' 'AVIVA'**
 Carpet area of flat _____ sq.mt.
 Carpet area of Terraces _____ sq.mt.
 Carpet area of F.B. _____ sq.mt.
 Market value Rs. _____
 Actual value Rs. _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AND ENTERED INTO AMBERNATH ON
 THIS _____ DAY OF _____ 202__

BETWEEN

M/s. **Soman Sons Nirmaan LLP**, a Partnership firm formed and registered under Limited Liability Partnership Act 2008 with registration no. LLPIN: AAB-1914 having its registered office address at Ground Floor, SNE Building, ground floor, Vadavali Section, Ambernath East, District Thane 421501, through its partner _____ hereinafter referred to as the **Owner Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for time being its partner's their legal heirs and representative, successors, assigns and administrators) being the Party of the First Part;

AND

hereinafter called the **Allottee** (which expression shall unless be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators, successors and assigns) of the Other Part.

WHEREAS the Owner Promoter owns and/or otherwise well sufficiently entitled to all that piece or parcel of land or ground lying and being at Village Ambarnath, Taluka and registration sub-registration Ambarnath, District Thane bearing Survey No.38 (३८), admeasuring **4050** sq. mtrs. and also bearing corresponding property card with CTS 7462 of Ambarnath City Survey, within the limits of Ambarnath Municipal Council, hereinafter called and referred to as the "entire property" and more particularly described in the Schedule **A** hereunder written.

AND WHEREAS the Owner Promoter by and under a Deed of Conveyance dated 26th May 2023 registered with the office of Sub-Registrar of Assurances at Ulhasnagar-2, under Serial No.6154/2023 acquired the said entire property from Madathingal Kishore Soman and Madathingal Anup Soman and the name of the Owner Promoter stands mutated in the records of right as evidenced by mutation entry no. 1963.

AND WHEREAS the Owner Promoter has obtained Title Certificate from V&M Legal, Advocates High Court on 19.07.2023.

AND WHEREAS the Owner Promoter has submitted the plans on the land admeasuring 4050 sq. metres for sanction and approval to the Ambarnath Municipal Council and during the course of scrutiny a portion of land admeasuring 162.56 sq. mtrs being affected by proposed DP stood deducted and the net area of the plot stood as 3887.44 sq. metres forming larger portion of land more particularly described in Schedule "A" hereinafter referred to as the said property and the Ambarnath Municipal Council have

granted the sanction of plans and commencement certificate under no. ABNMCB/0019[P/C]/2024/ AutoDCR dated 03.04.2024.

AND WHEREAS said commencement certificate accords the sanction for construction of

- i. building type "AB" comprising of two wings / towers Wing "A" and Wing "B",
- ii. building type "C" which comprises of Villa Nos 1, 2 and 3
- iii. building type "D" which comprises of Villa Nos 4,5,6,7 and 8.

AND WHEREAS the said Building Type AB, Type C and Type D is known as **"Soman Shrishti"**.

AND WHEREAS Owner Promoter has disclosed that they intend to have further additional floors in Building Type AB by following due process of law with the Ambarnath Municipal Council and obtaining the revised sanction and approval and accordingly to construct additional floors and flats in the said two wings/towers viz Wing A and Wing B in the entire scheme of construction.

AND WHEREAS Owner Promoter has disclosed that they intend to have further expansion of villas in Building Type C and D by following due process of law with the Ambarnath Municipal Council and obtaining the revised sanction and approval and accordingly to construct additional villas in the entire scheme of construction.

AND WHEREAS the Owner Promoter has appointed M/s. Deepak Mehta Associates as Planning Architect, Mr. Prasad Garad as Liaisoning Architect who are registered with the Council of Architects and have entered into a standard Agreement with them as per the format of Agreement prescribed by the Council of Architects.

AND WHEREAS the Owner Promoter has appointed M/s. EPICONS CONSULTANTS PVT LTD. as Structural Engineers, for the preparation of structural designs and drawings of the building/s to be constructed in the said project on the property described in the Schedule A.

AND WHEREAS the Owner Promoter shall accept the professional supervision of the said Architects and the said Structural Engineers or such other Architects and Structural Engineers, as the Owner Promoter may appoint, till the completion of the entire project.

AND WHEREAS while sanctioning the building plans, concerned Local Authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner Promoter while developing the property and building in the said housing project.

AND WHEREAS the Owner Promoter is entitled to avail financial facilities from any bank, non-banking finance company/ies / institute/s, and as security for the due repayment thereof inter alia create mortgage/ charge on the said property and over the Owner Promoter's entitlement comprising of flats/villas and other premises and/or the sale proceeds thereof without requiring to obtain any consent from the Allottee.

AND WHEREAS the Owner Promoter has intended to commence the construction work of the Building Type A to be known as "Amara" and Building Type B to be known as "Aviva", each wing consisting of Ground Floor, Podium-1 parking floor, Podium-2 parking floor, First floor to fourteenth floor and fifteenth floor - terrace floor (AMENITY FLOOR & TERRACE) and five villas in Building Type D and three villas in Building Type C in phase wise manner in the scheme of construction known as "**Soman Shrishti**".

AND WHEREAS the Owner Promoter has disclosed that firstly they have commenced the construction work of B Wing as per the sanctioned plans and permissions and further on completion of the B Wing or as they may desire and they will commence the construction work of A Wing. However, for the sake of good order and record, the Owner Promoter reserve their right and discretion to form two separate societies or a combined society, however, the conveyance of the land and the building comprising of A Wing and B Wing will be a composite conveyance which will inter-alia comprise of the areas under Parking Tower and the common right of the area under 6 meters wide drive-way as well as the common access from the main exit-entry.

AND WHEREAS the Owner Promoter has further disclosed that the amenity and infrastructural facility will be provided on the top floor of the building A Wing and B Wing and the same will be provided and functional only on completion of the A Wing and B Wing and such amenity and infrastructural facility shall be available to all the flat purchasers in A Wing, B Wing as well as eight villa owners and such amenity and infrastructural facility shall be made available on 31-03-2030 i.e. on completion of the entire scheme of construction known as Soman Shrishti.

AND WHEREAS the Owner Promoter has disclosed the drive-way area admeasuring 636.15 sq. metres on the sanctioned plan.

AND WHEREAS the two levels of podiums (for mechanized stack parking along with car lifts to ascend and descend the cars) along with separate mechanized parking tower shall be for the flat purchasers in Building Type A and Type B and there shall be no podium parking or any parking facility for the eight villas in such mechanized parking and/or any access to such mechanized parking tower.

AND WHEREAS each of the eight villa owners are provided with two sets of stack parking comprised in their respective villas.

AND WHEREAS the amenity floor shall be accessed by all the flat and villa purchasers in building in type AB, C and D.

AND WHEREAS each wing "A" and "B" consists of Ground, 2 levels podium and 1st to 14th floor and 15th floor terrace floor (AMENITY FLOOR & TERRACE) and 8 Villas out of which -Villas in building type "D" comprises of villa/s from V4 to V8 which are covered with the podium parking slab of the building type A & B, whereas the Villa in building type "C" comprises villa/s from V1 to V3 are on the front side facing the 18m D.P. road and is a stand-alone structure and do not fall under the podium parking slab of the building and the authenticated copies of the plans of the Layout as approved by the concerned Local Authority vide sanction no. ABNMCB/0019[P/C]/2024/ AutoDCR dated 03.04.2024 have been annexed hereto.

AND WHEREAS the Owner Promoter shall in due course of time submit further plans, if required, to consume further FSI/TDR/premium/ ancillary / fungible

area or such other area as may be permitted in accordance with the D.C. Regulation from time to time so that the building will consist of 15 or more upper floors. The Owner Promoter is fully entitled to develop the said Property and construct building/s thereon in accordance with the plans sanctioned by the Town Planning Authority of Ambarnath Municipal Council or other Town Planning authorities as the case may be.

AND WHEREAS the Owner Promoter applied and obtained on 9th September 2023 fire protection NOC from Directorate of Maharashtra Fire Service under the provision of Maharashtra Fire Prevention and Life Safety Measures Act, 2006 for the entire project.

AND WHEREAS the Owner Promoter has disclosed that the entire land admeasuring 4050 sq. metres stands apportioned as under :

Area (sq. mts)	Details
162.56	affected by DP Rad
1666.96	integral portion of land for Building Type A, B
549.36	integral portion of land for Building Type C (3 villas)
1034.97	integral portion of land for Building Type D (5 villas)
636.15	integral portion of land for drive way

and the Owner Promoter has categorically disclosed that the conveyance of land under Building Type A and Building Type B will be executed and the land to the extent of 1666.96 sq. metres will be transferred to the cooperative housing society/ies to be formed by Building Type A and Building Type B and further the conveyance of the land under the eight villas 1584.33 sq. metres will be executed in favour of the corporate body to be formed by such eight villa owners along with the right of substantial portion land forming a part of 636.15 sq. metres.

AND WHEREAS while designing the said building, the Owner Promoter has provided stack/puzzle/ mechanized car parking space slot on the podium level/s of the said building and also a separate mechanized car parking tower besides the Villa 8 along with the drive way of the villa.

AND WHEREAS the Owner Promoter has commenced construction of the said building/s on the portion of the said property more particularly

described in the Schedule "A" hereunder written, in according to the plans, Designs specification, approved by the concerned local authorities.

AND WHEREAS the Owner Promoter herein is entitled to sell the flats, Villas, parking/s on "On Ownership basis", and allot the car parking spaces in favor of the Prospective Purchaser/s.

AND WHEREAS the Allottee has seen and inspected the said Property comprising of five portions of land as described hereinabove prior to the execution of this Agreement and the Allottee has demanded from the Owner Promoter and the Owner Promoter has provided the inspection to the Allottee of all the documents of title relating to the said property including copy of title certificate issued by the Advocates of the Owner Promoter, 7/12 extract, Relevant Orders, NOCS, Approved Plans, IOD, CC, designs and specifications prepared by the Owner Promoter's Architects and all other documents as specified under The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said RERA Act") being the re-enacted statute after repeal of the Maharashtra Ownership of Flats (Regulations of the Owner Promoter of construction, sale, management and Transfer) Act, 1963 (MOFA) and rules made there under. The Allottee hereby confirm/s that he / she / it / they has / have fully read and understood the provisions of this Agreement and has / have agreed that the Owner Promoter shall have all the rights in respect of the said Buildings to be constructed in the said property including the said Property and the Allottee being aware of the same will not raise any objection;

AND WHEREAS the Owner Promoter is now constructing building/s in building type "A B", "C" and "D" wherein in building type "A B" consisting of 2 (two) wings viz. AMARA - Wing "A", AVIVA - Wing "B" and 8 villas (Villas from V4 to V8 are covered with the podium parking slab of the building which comprises of two wings being mentioned as building type "D" in the approved plan whereas the Villa V1 to V3 being mentioned as building type "C" do not fall under the podium parking slab of the building) and also a separate mechanized car parking tower besides the Villa 8 along with the drive way of the villa collectively to be known as "SOMAN SHRISHTI" on the said property in accordance with the sanctioned building plans.

The Owner Promoter has registered the said project as "Soman Shrishti" (hereinafter referred to as the said "project") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as the said "Authority") under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter said "Rera Act") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as "RERA Rules"), which comprises of certificate of registration as under –

Registration No. P51700076825 dated 28.06.2024 for Soman Shrishti A.

Registration No. P51700076942 dated 09.07.2024 for Soman Shrishti B.

Registration No. P51700076619 dated 18.06.2024 for Soman Shrishti Villa.

AND WHEREAS the authenticated/certified copy of the Certificate is annexed hereto. The above details along with the annexures required for the RERA Certificate is available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

AND WHEREAS the Owner Promoter has disclosed that they have obtained the Project specific term loan limit only for construction of 'B Wing' from State Bank of India in terms of the letter of sanction vide no: SMEG/RMRE/2024-25/ADV/297 dated 10th October 2024 and executed a Deed of Mortgage in favour of the said State Bank of India on 04-11-2024 and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar – 3 under serial No. 13257/2024 and in terms of the said mortgage deed the Owner Promoter agree and undertake to comply with the terms of sanction, repayment of installments, dues and interest thereon and as part of such arrangement, the purchasers of the flats/units of the buildings shall be required to deposit the payments in designated account/s as may be specified by such bank and/or institution and the Owner Promoter undertake to clear the aforesaid mortgage amount along with the interest, dues and charges thereof and clear the said charge or encumbrances as per the terms of the said deed and in any event prior to the execution and registration of the Deed/s of Transfer and the Owner Promoter shall indemnify and keep the Allottee fully indemnified against all claims of any nature

whatsoever that may be made against the purchaser by virtue of any encumbrances created as aforesaid and shall also obtain the requisite no objection certificate for sale of the flat in favour of the Allottee herein.

AND WHEREAS the Owner Promoter has informed to the Allottee and the Allottee is aware that the Owner Promoter has commenced the construction of the said project in a phased manner and shall complete the construction of the said project as per the sanctioned plans, with such modifications amendments as the Owner Promoter may from time to time determine and as may be approved/sanctioned by the concerned local bodies and authorities without taking any further permission/consent of the Allottee;

AND WHEREAS the Owner Promoter shall be entitled and to deal with to any and all the development potential / FSI (Floor Space Index) by way of purchase of Transferable Development Rights ("TDR") from any person/firm, authority by payment of premium or price, the change of law in basic FSI/TDR, floating FSI, fungible FSI or due to any reason whatsoever, but not limited to any other regulations of the DCR and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and/or on account of handing over to the government or the Municipality any portion of the property for road widening or an area set back or due to clubbing of any other scheme including the present schemes or any arising out of the Development scheme apart from base plot area FSI, titbit area FSI, incentive/pro-rata FSI and Fungible FSI. Any new FSI other than what is mentioned above shall also be utilized by the Owner Promoter without explicit written consent of the Allottee herein.

AND WHEREAS the Allottee is desirous of purchasing and has applied to the Owner Promoter for the allotment of a residential premise more particularly described in the Schedule "**B**" hereunder written along with the right to use car parking space/s stack/puzzle either at podium level or in the mechanized car parking tower as may be mutually agreed between the Allottee and the Owner Promoter at the price and conditions hereinafter appearing of the said Project which has been specifically agreed and enumerated in this agreement.

AND WHEREAS the Allottee have applied to the Owner Promoter for allotment of Flat No.____ in **AVIVA Wing -B** on ____ Floor, admeasuring ____ sq. ft. (Rera Carpet Area) with car parking space/s stack/puzzle _____ nos ____ in Parking tower / Podium level parking in the building known as "_____" to be constructed by the Owner Promoter (the flat along with or without parking as the case may be and therefore solely or together hereinafter referred to as the "said premises"), more particularly described in the Schedule "**C**" herein below floor plan and specifications approved by the local Authority in respect of the said flat/premises is hereto annexed. The parking allotted to the Allottee is shown on the plan annexed hereto.

AND WHEREAS the common areas, facilities and amenities in the said Project that may be usable by the Allottee is listed in the Annexure (hereinafter referred to as the "Common Areas and Amenities of said Project").

AND WHEREAS as per the amendment to the Income-Tax Act, 1961, the Allottee shall deduct Tax Deducted at Source (TDS) at applicable rate from the total consideration due and payable by him/her/them to the Owner Promoter under these presents. The Allottee shall deduct TDS from each installment payable to the Owner Promoter and deposit the same with the Income-tax Department within the period prescribed under the Income-Tax Act/Rules and furnish to the Owner Promoter, a Certificate of deduction of tax at source in Form No.16B;

AND WHEREAS the Owner Promoter has got the approvals as on date from the concerned local authority(s) for commencement of the construction and shall obtain the remaining approvals from various authorities from time to time, so as to obtain Occupancy Certificate (OC) / Building Completion Certificate (BCC), in respect of the said Building from Ambarnath Municipal Council (Authority).

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner Promoter while developing the said Project and upon due observance and performance of which only the BCC or OC in respect of the said Building shall be granted by the concerned local authority;

AND WHEREAS the Owner Promoter has entered into or may enter into such Agreement with other persons/ prospective buyers and/or parties for sale of other flats/premises/villas and /or grant of license/ tenancy/lease or on such other basis, in respect of villas/flats/units and for allotment of car parking space/s in the said parking tower or podium as may be case, for such use as may be permitted by the Competent Authority as they may in their absolute discretion deems fit and proper;

AND WHEREAS the photocopies of the following documents are annexed hereto as Annexure are as set-out hereinafter:

- a. **Annexure 1** - 7/12 extract in respect of the said Property.
- b. **Annexure 2** - Title Certificate issued by the advocate/s.
- c. **Annexure 3** – Commencement Certificate
- d. **Annexure 4** - MAHARera Registration Certificates
- e. **Annexure 5** -Typical floor plans and specifications approved by the local authority in respect of the said premise.
- f. **Annexure 6** - List of common amenities to be provided in the said premise.
- g. **Annexure -7** – Plan showing the area distribution of building type A B, C and D along with internal road.

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 as per Section 13 of the said RERA Act, the Owner Promoter is required to execute a written Agreement for Sale of the said premises in the said Building/s forming part of the entire scheme of construction known as "**Soman Shrishti**", being these presents and also to register the same under the Registration Act, 1908.

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

2. The Allottee hereby agrees to purchase from the Owner Promoter flat in the building known as **"AVIVA"** , **Wing 'B'** to be constructed by the Owner Promoter and the said premises being flat no._____ in **'AVIVA' Wing 'B'** on the_____ Floor, admeasuring_____Sq. ft. (Rera carpet Area) along with Carpet area of F.B/ E.P. _____ sq. ft., Carpet area of balcony/s _____ sq. ft, along with or without car parking space/s stack/puzzle at podium level parking or in tower parking (to be allotted later) shown in ____ Colour boundary lines on the floor plan annexed hereto as **Annexure "5"**; for a total consideration of Rs. _____ (_____Only) inclusive of the proportionate price of the common area and facilities appurtenant to the said premises the nature, extent, and description of the common areas and common facilities which are more particularly described in the list hereto annexed as list of amenities that will be provided in the flat and marked as **Annexure "6"**. For the purpose of this Agreement, the carpet area of the said flat is as defined under the Real Estate (Regulation and Development) Act, 2016 (RERA). The said Flat is more particularly described under **Schedule "C"**.

It is expressly agreed that the Allottee shall be entitled to the restricted common areas and facilities along with the said premise. The nature, extent and description of such restricted common areas and facilities and percentage of undivided interest which the Allottee will enjoy in

the restricted common areas and facilities appurtenant to the said premise is set out in the **Schedule B** hereunder written.

It is expressly agreed that the Allottee shall be entitled to the common areas and facilities along with the said Flat. The nature, extent and description of such common areas and facilities which the Allottee will enjoy in the common areas and facilities appurtenant to the said Flat is set out in the Schedule list annexed to **Annexure "6"**. Save and except the common areas mentioned by the Owner Promoter will be entitled to declare any other area as a common area at their own discretion

Time is an essence of contract, for the Owner Promoter as well as the Allottee. The Owner Promoter shall abide by the time schedule for completing the said Project and offering possession of the said premise to the Allottee after receiving the Occupancy Certificate from the Town Planning Authority of Ambernath Municipal Council. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meeting the other obligations under this Agreement.

It is expressly agreed between the Parties hereto that, till all the amounts payable by the Allottee to the Owner Promoter is paid and until all the obligations required to be performed by the Allottee is/are complied with, nothing contained in this Agreement is intended to be nor shall be construed as sell and transfer in law in respect of the said premise.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage/covered parking space bearing No____ admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x 5'10" ft. vertical clearance and situated at and/or stilt and /or __ podium being constructed in the layout for the consideration of Rs. _____/-

OR

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos.____ admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x 5'10" ft. vertical clearance and situated at _____ podium or in separate parking tower being constructed in the layout for the consideration of Rs._____.

OR

The Allottee declares that he is not interested and do not intend to have any allotment of parking slot / spaces in the layout / scheme of construction._____

The total aggregate consideration amount for the said Premises including garages/covered parking spaces is thus Rs._____.

The Allottee has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____ (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account,

Ac Name :SOMAN SONS NIRMAAN LLP-SOMAN SHRISHTI WING B

A/C No : **43285494551**

BANK : STATE BANK OF INDIA

IFSC Code : **SBIN001251**

Branch : SME GOREGAON

situated at Goregaon, Mumbai.

In addition to the above bank account, The Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. **42894693163** and **43285493320** respectively.

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

S. No	Stage of Progress	% Due	Amount (Rs)
1	At Booking	10%	
2	At Plinth	6%	
3	Stilt Slab	6%	
4	At Podium 1	6%	
5	At Podium 2	6%	
6	Cast of 1st Slab	4%	
7	Cast of 2nd Slab	4%	
8	Cast of 3rd Slab	4%	
9	Cast of 4th Slab	4%	
10	Cast of 5th Slab	4%	
11	Cast of 6th Slab	4%	
12	Cast of 7th Slab	4%	
13	Cast of 8th Slab	4%	
14	Cast of 9th Slab	4%	
15	Cast of 10th Slab	4%	
16	Cast of 11th Slab	4%	
17	Cast of 12th Slab	4%	
18	Cast of 13th Slab	4%	
19	Cast of 14th Slab	4%	
20	Cast of 15 th Part Slab	2%	
21	Start of Plastering	2%	
22	Start of Painting	2%	
23	Obtaining Occupation Certificate	2%	
24	Possession & Handing Over	2%	
	TOTAL →	100%	

An additional amount of Rs. _____ as ad-hoc maintenance charges and an amount of Rs. _____ as Society formation charges shall be paid along with the GST / applicable taxes by the Allottee to the Owner Promoter as and when demanded by the Owner Promoter.

It is hereby agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS, Email and this will be sufficient discharge to the Promoters.

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

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

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

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

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

The Allottee is aware that the he has to deduct the applicable Tax Deduction at Source (TDS)@ 1% from each installment payable by the him at the time of making of actual payment or credit of such sum to the account of the Owner Promoter or on execution of flat agreement as lump sum, whichever is earlier as per Income Tax Act, 1961, Further, the Allottee shall furnish/submit to the Owner Promoter in form 16B along with the copy of Challan of form 26QB original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in respect of such tax and the Owner Promoter shall not be liable for any statutory obligations / liability for non- payment of such TDS.

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

On a written demand being made by the Owner Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Owner Promoter, within 10 (Ten) days of the Owner Promoter sending the written demand, without any delay, demur or default.

- 3.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.
- 3.2 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the owners/ Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely

payments of the installment and other dues payable by him/her/ them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1(c) herein above. ("Payment Plan").

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

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

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

4. The Owner Promoter hereby declares that the Floor Space Index available as on the date in respect of the project land is **12918.26** square meters and Owner Promoter has planned to utilize maximum Floor Space Index 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 Owner Promoter has disclosed the available Floor Space Index as proposed to be utilized by him on the project land in the said project and Allottee has agreed to purchase the said flat/villas based on the proposed construction and sale of flats to be carried out by the Owner Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner Promoter only and the Promoters will have the sole and absolute right to use, utilise, sell and transfer the generated floor space index and / or any unconsumed floor space index to any intending person as the case may be and / or to utilise the same on the property as permitted by the Ambarnath Municipal Council.

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

- 4.3. For whatsoever reason if the Allottee/s 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 Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/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 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.
- 4.4. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters and Allottee/s herein terminated as stated in sub-paragraph herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Allottee/s herein, in respect of the said apartment, shall stands

automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Premises as are set out in Annexure "E" annexed hereto.
6. The Promoters shall give possession of the said premises to the Allottee/s on or before End of 2028. If the Promoters fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 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.

The Owner Promoter shall (subject to force majeure clause mentioned in clause 6 above), offer possession of the said premises to the Allottee on or before End of December 2029 for Wing "A" known as AMARA / on or before End of December 2028 for Wing "B" known as AVIVA / on or before End of December 2029 for Villa/s Nos. V1 to V8 i.e. after procuring full Occupation Certificate (OC), from The Town Planning Authority, Ambernath Municipal Council or any other competent authority in respect of

the said Building. PROVIDED HOWEVER the Owner Promoter shall have received from the Allottee the total/ full Consideration and other amounts due and payable by the Allottee to the Owner Promoter under these presents in respect of the said Flat/ and have also furnished Certificate(s) for Tax Deducted at Source to the Owner Promoter.

The Owner Promoter shall after procure the OC from Ambarnath Municipal Council in respect of the said New Building, and offer possession of the said Flat by giving 10 days written notice to the Allottee inter alia informing him/her/them that the said Flat is ready for use after receiving OC in respect of the said Building. The Allottee shall be deemed to have taken possession of the said Flat on expiry of such notice period.

If the Owner Promoter is not able to offer possession of the said Flat to the Allottee on the said Possession Date on account of any reasonable cause or circumstances beyond their control as mentioned in clause 11 below, the Allottee shall not be entitled to any damages/ compensation and or interest from the Owner Promoter whatsoever however Purchaser shall be entitled to remedies available under the said Act and Clause No. 11 of the present Agreement.

- 7.1 **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoters shall give possession of the said premises to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/

Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Premises are ready for use and occupancy:
- 7.3 Failure of Allottee/s to take Possession of the said premises from the Promoters: Upon receiving a written intimation from the Promoters, the Allottee/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 Allottee/s. In case the Allottee/s fails to take possession within the time provided herein such Allottee/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, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act which pertains to defect in workmanship on the part of the Promoters and there shall be no compensation in the defect liability period due to wear and tear as well as any alterations, modifications and changes made by the Purchasers in the said premises.
8. The Allottee/s shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.

9. The Allottee do hereby

- i. agree that in the event if any amount by way of premium or society deposit as fire cess is paid to AMC (Ambernath Municipal Council) or to the state government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of similar nature becoming payable by the Owner Promoter the same shall be reimbursed by the Allottee to the Owner Promoter in proportion of area of the said premises to be acquired by the Allottee and in Determining such amount the decision of the Owner Promoter shall be conclusive and binding upon the Purchaser.
- ii. agree that the allottee along with other purchaser of other flats in the said building shall join in forming and registering the society as may be approved by the Society Registrar, for this purpose and also from time-to-time sign and execute the application for registration and other papers and document necessary for the formation and registration of the society/s or limited company.
- iii. agree that the Owner Promoter shall have first and exclusive charge on the said Flat for all the amounts payable by the Allottee to the Owner Promoter under this Agreement.
- iv. agree that the Allottee shall be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Owner Promoter, specified and contained in all the Agreements/ documents recited herein made and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Allottee has itself/herself/ themselves undertaken to perform the same.
- v. agree that the Allottee and persons to whom the said premise is permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Owner Promoter may require for safe-guarding the

interest of the Owner Promoter and/or the Allottee and other Allottees of the other premises.

- vi. agree that the right of the Allottee under this Agreement is only restricted to the said Flat agreed to be sold by the Owner Promoter and agreed to be acquired by the Allottee and all the other Premises and portion or portions of the said New Building/s shall be dealt by the Owner Promoter in the manner as deemed fit and proper by the Owner Promoter.
 - vii. agree that the Owner Promoter shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said New Building/s/villas and Allottee shall have no right to object the same and hereby gives unconditional consent for the same.
10. The Allottee/s along with other Allottees/Purchaser(s) of premises in the building shall join in forming and registering the cooperative housing society or condominium of apartment owners or any corporate body 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 cooperative housing society or condominium of apartment owners or any corporate body and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of Allottees/ Purchasers. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 10.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be

transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the building or wing in which the said Premises is situated.

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

aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the cooperative housing society or condominium of apartment owners or any corporate body as the case may be.

11. The Allottee/s shall pay to the Promoters on demand -
 - (i) Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs..... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout
12. The Allottee/s 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 Promoters in connection with formation of the said cooperative housing society or condominium of apartment owners or any corporate body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
13. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the

Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the cooperative housing society or condominium of apartment owners or federation.

14. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee/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) Except the pending litigation bearing the first appeal No. 594/2010 in Bombay High court, there are no litigations pending before any Court of law with respect to the project land or Project;

- iv) 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;
- v) 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 Allottee/s created herein, may prejudicially be affected;
- vi) 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 Allottee under this Agreement;
- vii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
- viii) At the time of execution of the conveyance deed of the structure to the Association of Allottees/ Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser/s;
- ix) 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;

- x) 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.
15. The Allottee/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 Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in

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

- iii) To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoters and/or the cooperative housing society or condominium of apartment owners or any corporate body.

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii) Pay to the 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 Allottee/s 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 Allottee/s shall observe and perform all the rules and regulations which the cooperative housing society or condominium of apartment owners or any corporate body

may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the cooperative housing society or condominium of apartment owners or any corporate body regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of cooperative housing society or condominium of apartment owners or any corporate body the Allottee/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 in which Apartment is situated is executed in favour of cooperative housing society or condominium of apartment owners or any corporate body or Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii) That the Allottee/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 Allottee/s.

- xiv) The Allottee hereby agree that in the event of payment of any amount by way of premium to the Municipal Council or to the state government for betterment charges, development tax or any such tax or payment of a similar nature becoming payable by the Owner Promoter in respect of the said building/s the same shall be reimbursed by the Allottee in proportion to the area of the said premises agreed to be purchased by the Allottee compared to the area of the whole building and in determining such amount the decision of the Owner Promoter shall be conclusive and binding upon the Allottee.
- xv) The Allottee will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expense and in such manner as he/she/they may deem fit and proper PROVIDED HOWEVER that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Owner Promoter and all other concerned authorities, if required;
- xvi) PROVIDED FURTHER that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat/premises nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work like RCC Columns, beams and slabs of the said Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of

Municipal Council or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building NOTWITHSTANDING anything to the contrary contained herein, the Allottee do/doth hereby agrees and undertake/s not to change or alter the location of any of the kitchen/bathrooms/toilets or make changes in drainage and sewage system in the said Flat. The Allottee shall not break/repair/ store heavy object/s in the toilets, bathroom, balcony area, flowerbed and the planter area provided in the said Flat/Shop. In case, the Allottee desire/s to renovate the toilets, bathrooms and balcony area, the Allottee with prior written permission of the Owner Promoter /Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/ bathroom/ balconies. In case of any leakage from the said premise to the premise below the Allottee shall be totally responsible to rectify the same and bear all the costs for the same. The Allottee do/doth hereby indemnify and shall keep indemnified the Owner Promoter at all times against all actions, claims and demands of whatsoever nature taken or made by the Municipal Council /Council and/or by the State Government and/or by any other authority in respect of the said Flat or the said Building as a whole or by reason or as a result of anything done by the Allottee in or with regard to the said Flat or the said Building or any part thereof;

- xvii) The Allottee shall be entitled to use the lifts in the said New Building PROVIDED HOWEVER all the persons using the lifts shall travel, run and maintain it at their own risk and responsibility at all times. The Allottee shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Allottee shall not cause any damage to the lifts, staircases,

common passages, refuge area or any other parts of the said Building on the said Property;

- xviii) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, admit or allow as an assignment in law of the said premises or of the said plot of building or any part thereof. The Allottee shall have no claim and shall not in any way encroach upon the open areas save and except in respect of the said premises hereby agreed to be sold to them and all open space, parking space, lobbies, staircase, terrace, etc. will remain property of the Owner Promoter until the said land and the said building is transferred to the society as herein before mentioned.
- xix) Allottee agree and undertake that they shall never make any additions/alterations to the external walls of the said Flat or the building/s in any manner whatsoever.
- xx) Allottee shall on completion of work verify and go through the various NOC's like Fire NOC, Railway NoC, the Car-Parking systems (if installation is completed), Lifts, car lifts usage literature and conditions before taking over the possession of the said flat from the Owner Promoter. The electricity Meters installation procedure shall commence after seeking the OCC. That Purchaser shall observe, perform and comply with all the terms and conditions mentioned in the NOCs and the sanctioned plan by Ambarnath Municipal Council / Competent authority during CC or OC along with the stipulations as laid by all other concerned departments and ensure that the same are not defaulted at any time during the subsistence of the said Agreement.

16. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of cooperative housing society or condominium of apartment owners or any corporate body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
18. The Promoter shall not mortgage or create a charge on the said premises after the Promoter executes this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such premises.
19. THE Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee/s.
20. The Owner Promoter has disclosed that they have obtained the construction loan from State Bank of India in terms of the letter of sanction vide No : **SMEG/RMRE/2024-25/ADV/297 dated 10th October 2024** and executed a Deed of Mortgage in favour of the said State

Bank of India on **04-11-2024 and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar – 3 under serial No. 13257/2024** and in terms of the said mortgage deed the Owner Promoter agree and undertake to comply with the terms of sanction, repayment of installments, dues and interest thereon and as part of such arrangement, the purchasers of the flats/units of the buildings shall be required to deposit the payments in designated account/s as may be specified by such bank and/or institution and the Owner Promoter undertake to clear the aforesaid mortgage amount along with the interest, dues and charges thereof and clear the said charge or encumbrances as per the terms of the said deed and in any event prior to the execution and registration of the Deed/s of Transfer and the Owner Promoter shall indemnify and keep the Allottee fully indemnified against all claims of any nature whatsoever that may be made against the purchaser by virtue of any encumbrances created as aforesaid and shall also obtain the requisite no objection certificate for sale of the flat in favour of the Allottee herein and further also the Promoters has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoters will avail and procure additional financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the 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 Allottee/s under this agreement.

21. The Promoters have also brought to the clear notice and knowledge of the Allottee/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 Allottee/s herein in respect of the flat agreement to be acquired by him and the Allottee/s is aware of the same.
22. Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Allottee/s that it shall be at the sole and absolute discretion of the Promoters:
 - i. To transfer/ cause the Owner Promoter to transfer the building along with the land on which the said building has been constructed over the said Property by way of Conveyance Deed, in favor of such Society or Limited Company or Condominium or Federation any other Association only after the entire project is completed and, in the manner, they deem fit and proper;
 - ii. To form and register separate or independent Societies or Apex Body /Federation in respect of said Building in the manner they deem fit and proper;
 - iii. To cause the Owner Promoter to assign or transfer such appurtenant land if any, along with Conveyance and/or other documents for transfer of the said Building with the land over which the said building has been constructed;

- iv. Decide and determine how and in what manner the infrastructure including the Common Utility Areas may be transferred and/or assigned;
- v. To Provide for and incorporate covenants and restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities;
- vi. Till execution of the conveyance in respect of the said Plot together with New Buildings and villas to be constructed thereon in favor of the said Organization. However, the Allottee shall be entitled to install the dish antenna on the common terrace and for the said purpose enter upon the terrace to install and/or repair the same with or without workman at all reasonable times or during such times as mutually agreed upon. However, the common areas and the terrace shall be covered partly / wholly by solar panels (as stipulated by the concerned Authority.
- vii. The Allottee do/doth hereby agree/s that in the event any amount by way of premium or security deposit or betterment charges or development charges or tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature is or shall become payable to the Municipal Council or to the State Government and/or any other Concerned Authorities the same shall be paid by the Allottee to the Owner Promoter in proportion to the area of the said Flat and in determining such amount the discretion of the Owner Promoter shall be conclusive and binding on the Allottee.
- viii. there shall be consumption of additional floor space index on the sanctioned buildings as may be permitted by the Ambarnath Municipal Council from time to time.

- ix. a policy for formation of Federation of both the societies shall be formed initiated and due process of law will be followed.
- x. each society on its completion and grant of building occupation certificate will be liable and responsible to maintain their maintenances, overheads, repairs and other day to day expenses in respect of their building.
- xi. the expenses of common amenities, infrastructural and recreational facilities shall be borne in common by the said two societies or the Federation of both the societies as the case may be,
- xii. the conveyance and ultimate transfer of the land and the buildings along with the common infrastructural, recreational facilities and amenities will be executed and registered in favour of such societies or corporate body and / or the Federation as the case may be.
- xiii. 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.
- xiv. 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, if any.
- xv. to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- xvi. to decide from time to time when and what sort of document of transfer should be executed.

- xvii. to execute the conveyance of the said property taking into consideration the deduction of areas not in possession, area affected by road and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the buildings situated on the such portion of land conveyed in favour of the cooperative housing society or condominium of apartment owners or any corporate body.

and the Allottee/s has/have clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

23. It is agreed and understood between the parties that:

- i. The Owner Promoter has a right to utilize and consume additional Floor Space Index available or Transferable Development Rights within the Municipal Council rules and regulation on the said plot of land make addition and alteration to raise additional storey/s or structure at any time as may be permitted by the Municipal Council or other local authority and such addition and additional structure or storey/s shall be sole property of the Owner Promoter and they shall be entitled to deal with or dispose it off in any manner that may deem fit and even after registration of the society or limited company , the Allottee hereby agrees that they will give all necessary facility/s, support and fully co-operate with the Owner Promoter to make addition and alteration and / or to raise additional storey/s or structure in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Allottee hereby further agree that in the event after being admitted as a member of the said society, they have given irrevocable consent to the Owner Promoter and full facility, assistance and co-operation to enable the Owner Promoter to make the said addition and alteration and/or raise additional storey/s or structures complete and fit for occupation in all respect and for the aforesaid purpose the Owner Promoter shall be entitled to utilize and or make connection from all water

pipelines and storage tanks, sewerage and drainage pipelines, electric lines and other convenience and amenities which may be constructed by the Owner Promoter and the Allottee hereby agree to grant their irrevocable and express consent to the same and shall not raise any objection of whatsoever nature.

- ii. The Allottee hereby grant their irrevocable power and consent to the Owner Promoter and agree: -
 - (a) They shall not raise any objection or interfere with Owner Promoter rights reserved hereunder.
 - (b) To execute, if any further or other writing, document, consents etc. as required from time to time.
 - (c) To do other acts, deeds, things and matters which the Owner Promoter in their absolute discretion deem fit for putting into complete effect the provision of this Agreement. The aforesaid consent and irrevocable Power shall remain valid and subsisting in full force even after possession of the said premises is handed over to the Allottee and /or possession of the said property is handed over to the society or corporate body.
- iii. It is specifically and explicitly agreed by and between the parties hereto that if in future the development control rules are amended and higher potential or Floor Space Index is available on the said property more particularly described in the Schedule A and B hereunder written the same shall be utilized by the Owner Promoter. Even after formation and the registration of the society or limited company or organization and after the conveyance is executed in favor of the society or limited company or organization, even at such time the allottees/ members of society or limited company shall not take any objection. The Owner Promoter reserves their rights to utilize said increased or higher potentials or Floor Space Index as may be applicable from time to time,

- iv. It is specifically agreed by and between the parties hereto that the Owner Promoter shall be at liberty to sell an open terrace attached to the one flat or more, the Allottee shall not object to the same. The said open terrace attached with the flat is exclusive property of the Allottee, even after formation and registration of the society or limited company; the society or limited company will not claim any right, title upon the said open terrace as a common terrace of the society or limited company.
- v. The Owner Promoter shall, in respect of any amount payable by the Allottee under the terms and condition of this Agreement and which remain to be paid by the Allottee on its respective due dates have first lien and charges on the said premises agreed to be acquired by the Allottee.
- vi. The Allottee of the flat in Wing A and Wing B hereby agree and undertake to become member of the Co-operative Housing Society Limited (as and when formed) and also agree to sign and execute application/s for the registration of the society as needed from time to time and duly fill in and sign them and return the same within a reasonable time from the receipt of the same being forwarded by the Owner Promoter to the Allottee, except if changes or modification are made in the draft bye laws as may be required by the Registrar of Co-op. Societies or other competent authorities as the case may be. The Allottee shall be bound from time to time to sign all papers and documents and to complete the documentation process in all means so as to do all the things as the Owner Promoter may require from time to time for safeguarding the interest of the Owner Promoter and other Allottee of the different premises in the said building. Failure to comply with the provision of this clause will render this Agreement ipso facto come to an end and the earnest money deposit and other monies paid by the Allottee shall be refunded by the Owner Promoter to the Allottee.
- vii. The Allottee of the Villa shall not be the member of the Co-operative Housing Society Limited, however, the Villa along with

the land underneath it along with the rights in common facilities and amenities shall be transferred and conveyed to the Allottee of the Villa Purchaser by and under separate Deed of Transfer.

- viii. After the possession of the said premises is handed over to the Allottee, if any addition or alteration to any part of the flat /unit or building in which the flat/unit is situated or relating to the said building are made thereafter if any correction or de-erection/ de-installation of the same is required to be carried out in the building as per the instruction / order / notice of any semi-government, government, Municipal or any statutory authority the same shall be carried out by the Allottee in their said premises in the said building at their own risks, costs and consequences. The Owner Promoter shall not in any manner be liable and responsible for the same.
- ix. The Allottee shall at no time demand partition of their interest in the flat in the said building. It is agreed and declared by the Owner Promoter that their interest in the said building is impartible and it is agreed that the Owner Promoter shall not be liable to execute any document in that connection in respect of the said premises in favor of the Allottee.
- x. The Purchaser agrees and accepts that if the RERA carpet area of the premises is found to be less up to 3% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and the Owner Promoter shall not compensate in any form for such reduced area. Similarly, if the carpet area of the premises is found to be more up to 3% for whatsoever reason, the Purchaser shall not complain for the said increase. The Purchaser will accept such increased area and shall pay proportionately for such increased area at the market rate prevalent at the time of taking possession.
- xi. The Allottee hereby nominate/s the person identified and named ("said Nominee") as his/her/their nominee in respect of the said

Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Owner Promoter shall only recognize the Nominee or the nominee's substituted by the Allottee (if such substitution has been intimated to the Owner Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

- xii. Any refundable deposit which the Owner Promoter shall have to pay to AMC (Ambernath Municipal Council) or any concerned authorities in relation to the development of the said Property in the name of the Owner Promoter, the Owner Promoter alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Owner Promoter to obtain the same, the Allottee and the Organization shall sign all the writings, applications etc. as may be required by the Owner Promoter. In the event, any of such deposits is refunded directly to the Allottee or the Organization by such authorities, the Allottee or the society shall reimburse the same to the Owner Promoter.
 - xiii. The Owner Promoter shall not be responsible for the consequences arising out of change in the law or change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.
24. It is clearly brought to the notice of the Allottee and the Allottee/s is/are made aware that Government may impose certain taxes and

levies in future and therefore the Allottee/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 Allottee/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Allottee/s, then the Allottee/s shall refund and reimburse the same to the Promoters on demand.

25. 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 society or condominium of apartment owners and / or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.
25. The Promoters has/have clearly brought to the notice and knowledge of the Allottee/s that there will be changes, modifications, further expansions of the scheme of construction and the Allottee/s has/have clearly understood the same and in confirmation the Allottee shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/s herein.

26. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by

the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

27. 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.

27. RIGHT TO AMEND

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/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 Allottee/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.

29. **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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/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.

31. **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.

32. **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 Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

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

Name of Allottee

(Allottee's Address)

Notified Email ID:

Name of the Promoter:

M/s. **Soman Sons Nirmaan LLP**

Ground Floor, SNE Building, ground floor,

Vadavali Section, Ambernath East,

District Thane 421501

Notified Email ID: info.somans@gmail.com

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

35. **JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoters to the Allottee/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 Allottee/ Purchaser/s.

36. **Stamp Duty and Registration and statutory taxes and levies: -**

- (i) All costs, charges and expenses in connection with the formation and registration of the Co-op. Society as well as the costs of preparing, engrossing, stamping and registering all the agreements or any other documents required and executed by the Owner Promoter or the Allottee as well as the entire professional costs of Advocate of the Owner Promoter in preparing and approving such documents shall be borne and paid proportionally by all the Allottee or holder of the premises in the said building including the Allottee herein and the proportionate share of the Allottee shall be such amount as may be fixed by the Owner Promoter in this respect will be final and binding on the Allottee. The Owner Promoter shall not be liable to contribute anything towards such costs, charges, expenses and proportionate share of such costs, charges and expenses payable by the Allottee shall be paid by them to the Owner Promoter immediately on demand.

- (ii) All costs, charges and expenses including registration charges of this Agreement shall be borne and paid by the Allottee. The Allottee are fully aware of the provisions of the amended Maharashtra Stamp act, which comes into force with effect from time to time. If the stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority the same shall be borne and paid by the Allottee alone including the penalty if any. The Owner Promoter shall not be liable to contribute anything towards the said increment in registration or stamp duty and / or penalty. The Allottee shall indemnify the Owner Promoter against any claim from the said stamp authority or other concerned revenue authorities from any such deficits or short comings in the stamp duty paid by the authorities in connection with the said premises. The Allottee shall also fully reimburse the expenses that may be required to be incurred by the Owner Promoter in consequences there upon in case of any legal proceedings that may be instituted by the authorities concerned against the Owner Promoter for non-payment and / or under payment of stamps duty by the Allottee in connection with the said premises.

37. 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.

38. 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.

THE SCHEDULE – “A” ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground lying and being at Village Ambernath, Taluka and registration sub-registration Ambernath, District Thane bearing Survey No.38 (Ch), admeasuring **4050** sq. mtrs. and also bearing corresponding property card with CTS 7462 of Ambernath City Survey, within the limits of Ambernath Municipal Council deducting therefrom an area admeasuring 162.56 sq. metres affected by DP Road and bonded as follows:

On or towards East : Property of Shri. Gulabrao B Karanjule & Ors.

On or towards West : Road and Samarth Gruh Nirman Society

On or towards South : Private Nalla

On or towards North : DP Road

THE SCHEDULE – “B” ABOVE REFERRED TO

i) ALL THAT portion of land **1666.96 sq. metres** (pertaining to construction of **Building Type A and B** as per sanction plan bearing no. ABNMCB/0019[P/C]/2024/ AutoDCR dated 03.04.2024) forming an integral part of all that piece or parcel of land or ground lying and being at Village Ambernath, Taluka and registration sub-registration Ambernath, District Thane bearing Survey No.38 (Ch), admeasuring 4050.00 sq. mtrs. also bearing corresponding CTS No. 7462 of Ambernath City Survey together with the benefits of the internal road admeasuring 636.16 sq. metres and also and bonded as follows:

On Towards East : Property of Shri. Gulabrao B Karanjule & Ors.

On Towards West : Villa No. V4, V5, V6, V7 & V8 of Building Type D and Proposed parking tower

On Towards South : Nalla

On Towards North : Internal road & Villa No. V1, V2 and V3 of Building Type C

ii) ALL THAT portion of land **549.36 sq. metres** (pertaining to construction of Building Type C (3 villas) as per sanction plan bearing no.

ABNMCB/0019[P/C]/2024/ AutoDCR dated 03.04.2024) forming an integral part of all that piece or parcel of land or ground lying and being at Village Ambernath, Taluka and registration sub-registration Ambernath, District Thane bearing Survey No.38 (Ch), admeasuring 4050.00 sq. mtrs. also bearing corresponding CTS No. 7462 of Ambernath City Survey together with the benefits of the internal road admeasuring 636.16 sq. metres and also and bonded as follows:

- On Towards East : Property of Shri. Gulabrao B Karanjule & Ors.
- On Towards West : Road and Samarth Gruh Nirman Society
- On Towards South : Internal Road and Villa No. V4, V5, V6, V7 & V8 of Building Type D and Building type A and B
- On Towards North : DP Road

iii) ALL THAT portion of land **1034.97 sq. metres** (pertaining to construction of Building Type D (5 villas) as per sanction plan bearing no. ABNMCB/0019[P/C]/2024/ AutoDCR dated 03.04.2024) forming an integral part of all that piece or parcel of land or ground lying and being at Village Ambernath, Taluka and registration sub-registration Ambernath, District Thane bearing Survey No.38 (Ch), admeasuring 4050.00 sq. mtrs. also bearing corresponding CTS No. 7462 of Ambernath City Survey together with the benefits of the internal road admeasuring 636.16 sq. metres and also and bonded as follows:

- On Towards East : Building type A and B
- On Towards West : Road and Samarth Gruh Nirman Society
- On Towards South : Proposed Parking tower
- On Towards North : Villa No. V1, V2 and V3 of Building Type C

THE SCHEDULE – “C” ABOVE REFERRED TO
(the description of the flat/villa agreed to be sold)

Flat no._____ on the _____ Floor, admeasuring _____ Sq. ft. (Rera carpet Area) (along with enclosed balcony) with Parking, in the building Wing '**B**' known as "**AVIVA**", situated at on the land bearing S.No: 38 CH Part C.S. No. 7462 Part, Sai Section, Opp Open Gym, Jathale Hospital Road, of Village Ambarnath East, Tal. Ambarnath in the Registration and Sub- Regn District of Ulhasnagar, District Thane – 421 501 of Maharashtra in the Registration and Sub-District of Ulhasnagar.

OR

Villa no._____ admeasuring _____ Sq. ft. (Rera carpet Area) in Soman Shrishti Villa including the area under foyer/s, stair, lift, and all rooms on ground, first and second floors and with car parking space/s of 2 sets of stack parking (space for 4 car stacks) along with a passenger lift in the lift shaft with 3 stops – ground, first and second to be fitted inside the premises of the villa, along with the right to use the terrace as well as the right to use the internal road admeasuring 636.16 sq. metres for ingress and egress forming a part of the land bearing S.No: 38 CH Part, C.S. No 7462, Sai Section of Village Ambarnath, Tal. Ambarnath within the limits of Ambarnath Municipal Council and bonded as follows:

On Towards East :

On Towards West :

On Towards South :

On Towards North :

SCHEDULE "D" ABOVE REFERRED TO

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

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	CC TV for lobby	31-12-2029	31-06-2030	NA
ii.	Fire fighting system	31-12-2029	31-12-2029	Tank- 75000 ltrs for A & 75000 ltrs

				for B
iii.	Street lighting	31-12-2029	31-06-2030	Along drive ways / building periphery as applicable
iv.	Back up for Lift & Lobby	31-12-2029	31-06-2030	Located close to lift room on suitable floor
v.	Solar Power to MSEDCCL grid	31-12-2029	31-06-2030	On terrace (as per vendors drawings)

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Society Office	B	31-12-2028	31-06-2029	17 sq. m	FREE
ii.	Fitness Centre	B & A	31-12-2029	31-12-2030	56 sq. m	FREE
iii.	Activity and open kids play	B & A	31-12-2029	31-12-2030	42 sq. m	FREE
iv.	Swimming	B & A	31-12-2029	31-12-2030	42 sq. m	FREE

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Internal Roads	A & B	31-12-2029	31-12-2029		
ii.	Podium parking P1 & P2	A & B	31-12-2029	31-06-2030		
iii.	Parking Tower (if needed) beyond Villa No 8		NA	31-06-2030		

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

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

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Car Lift	1	2200	0.35
ii.	Passenger Lift	2	8 Passenger 500kgs	>1
iii.				

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

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
M/s. Soman Sons Nirmaan LLP

through its partner
Shri _____

SIGNED & DELIVERED
by the within named
Allottee/s

WITNESS:

1

2

RECEIPT

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

Sr. No.	Date	Cheque No.	Amount	Bank

We say received

M/s. Soman Sons Nirmaan LLP

through its partner

Shri _____
