

AGREEMENT FOR SALE

This Agreement made at Mumbai on this _____ day of _____ 201_ (in the year Two Thousand _____) between **AMBER CAPRO PVT LTD**, a Private Limited Company Registered and incorporated under the provisions of Indian Companies Act, 1956, having CIN: U45400MH2008PTC180630 and PAN. AAGCA9399B and its registered office at A-23/89, Ambe Niwas, Rajawadi C.H.S. Ltd., Ghatkopar (East), Mumbai – 400 077, hereinafter referred to as “ **the Developers**” (which expression shall unless it be repugnant to the context to the meaning thereof deemed to mean and include his heirs, executors, administrators and assigns) of the One part.

AND

1. _____ 2. _____ Indian inhabitant PAN No _____ and _____ respectively Residing at, _____ hereinafter referred to as “**the Flat / Shop Purchaser/s**” (repugnant to the context to the meaning thereof be deemed to mean and include his/ her / their heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:-

- a) Plot bearing C.T.S. no 556 belong to collector land and it's occupied by hutman spread across the land and land as declared as slum by Government Authority. All hutment form a society name Amber Sahakari Gruh Nirman Sanstha Proposed and approached to developer and developer was agreed to develop the said plot under DCR Rule 33(10) under permission of Slum Rehabilitation Authority. All the members of proposed society has given their consent to the developer and developer has process with Slum Rehabilitation Authority for development and SRA Scheme 33(10). After completion of process with SRA Authority issued IOA on behalf of developer on 14/02/2013 ref. SRA/ENG/2163/MW/STGL/AP. After permission with authority developer started the composite building due lack of space availibilty in plot and feasibility developer approved plan in composite building. Same has been approved by concern authority. Developer started construction for rehab members and sale portion on said plot.
- b) Developer will be form a society for Flat / Shop purchaser to be a member of Society Namely "Amber Empire CHS Ltd." will approved by Registrar of Society.
- c) The Developers have proposed to construct on the said land a multistoried building viz **"Amber Empire"** (hereinafter referred to as the **"the said building"**)
- d) The Developers have entered into a standard agreement with an Architect M/s S.S. Associates whereas the Developers have also appointed M/s Pentagon Structural Consultants Pvt Ltd., structural engineer for the preparation of the structural design and drawings of the building and the developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
- e) AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F'
- f) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S S S Associates and of such other documents as are specified

under the Real Estate (Regulation and Development hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder

- g) AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.
- h) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.
- i) AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,
- j) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D
- k) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- l) By virtue of the Agreement for Development the Developers alone have the sole and exclusive right to sell the Flat / Shop in the said building/s to be constructed by the Developers on the said land after provision of ____ Flat / Shop for the member of the Society and to enter into agreement/s with the Flat / Shop Purchaser/s of the Flat / Shop therein on what is commonly know as "Ownership Basis" and receive the consideration in respect thereof.
- m) The Flat / Shop Purchaser/s demanded from the developers and the Developers have given inspection to the Flat / Shop Purchaser/s of all the documents of title relating to the said land, the Agreement for Development and the plans, designs and specifications prepared by the developers Architect M/s. S.S. Associates.
- n) The Flat / Shop Purchaser/s has become fully satisfied about the title of the society to the said property including all the approvals and the site status. The Flat / Shop Purchaser/s shall not be entitled to further investigation of the title to Developers or to raise any requisition or to raise any objection with regards to any other matter relating thereto.

- o) The Flat / Shop Purchaser/s applied to the developers for allotment of the Flat / Shop No. ____ on ____ floor area totaling to ____sq. ft. carpet area of the said Building to be constructed on the said land (described in first schedule hereunder written). The description of the said Flat / Shop is more particularly mentioned in **Second Schedule** hereunder
- p) AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- q) Relying upon the said application, the developers agreed to sell the said Flat / Shop to Flat / Shop Purchaser/s the price and on the terms and conditions hereinafter appearing.
- r) AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- s) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ____no.____;

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

1. The Developers shall construct a multistoried Building on the said land to be known as “**Amber Empire**” which shall consist ground floor with multi storied upper floors on the said property and more particularly described in the Schedule hereunder written in accordance with the plans designs, specifications, approved by the concerned local authority and which have been seen and approved by the Flat / Shop Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned Local Authority/ the Government to be

made in them or any of them. The Developers shall be entitled to put up additional floors on the “Proposed building whenever they will be able to get extra or additional F.S.I. for the use on the said land.

2. The Developers shall be entitled to consume the entire F.S.I. available in respect of the said property and /or additional F.S.I. or T.D.R available in any manner whatsoever as provided for this Agreement.
3. The Flat / Shop Purchaser/s hereby agrees to purchase from the Developers and the developer hereby agrees to sell to the Flat / Shop Purchaser/s one Flat / Shop No. ____ on ____ floor of carpet area totaling _____ sq. ft. as shown in the floor plan thereof hereto annexed and marked “**Annexure – E** (hereinafter referred to as “**the Flat / Shop**”) for an aggregate lump sum price of Rs.____ **0,00,000/-** (Rupees _____ Lacs Only) (plus applicable Service Tax / VAT or any other tax / taxes applicable on the same) payable by the Flat / Shop Purchaser/s to the developer in the manner set out herein under. The Flat / Shop Purchaser/s agree not to raise any objection if as entitled by the Developers or due to unavoidable circumstances beyond the control of the Developers or due to the constraints on the approvals, there is change of plans, resulting in the location of the Flat / Shop varying to the similar location in the same building or same plot or area of the Flat / Shop reducing or increasing and accordingly the consideration also varying simultaneously. The Flat / Shop Purchaser/s have paid to the Developers a sum of _____,000/- (Rupees _____ Lacs only) being part payment towards the sale price (the payment and receipt whereof the Developers hereby admit and acknowledge).and plus service tax Rs._____-/- and Vat Rs_____-/-
4. The Flat / Shop Purchaser/s hereby agree and undertake to pay to the Developers the entire amount of consideration in the following manner

Sr.No.	Particulars	Percentage of Total Price
1	Before Commencement of Plinth	9%
2	Commencement of First Slab	8%
3	Commencement of Second Slab	8%

4	Commencement of Third Slab	7%
5	Commencement of Fourth Slab	6%
6	Commencement of Fifth Slab	6%
7	Commencement of Sixth Slab	6%
8	Commencement of Seventh Slab	6%
9	Commencement of Eighth Slab	6%
10	Commencement of Ninth Slab	6%
11	Commencement of Tenth Slab	6%
12	Commencement of Eleventh Slab	6%
13	Commencement of Twelfth Slab	5%
14	Commencement of Thirteenth Slab	5%
15	Commencement of Fourteenth Slab	5%
16	Immediately upon notice for possession of said Flat / Shop is offered by Developers	5%
Total		100%

The Time for the payment of each installments being the essence of this Agreement.

5. The Flat / Shop Purchaser/s hereby agree to become the member of the existing society in the prescribed Form by making application, Rs. 250/- on payment of share money, Rs. 100/- as entrance fees and Rs.100/- per sq. feet of the carpet area of the Flat / Shop purchased by the Flat / Shop Purchaser/s as premium.

5. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- Non availability of steel, cement, other building material, water or electric supply;
- War, Civil Commotion or act of god;
- Any notice, order, rule, notification of the Government and/or other public or competent authority;
- Unforeseen litigations;
- Circumstances beyond the control of the Developer.

6. The Flat / Shop Purchaser/s shall pay to the Developers installments of price mention in clause 4 of this Agreement from 7 days from receipt of demand letter, time being essence of the Contract. The Flat / Shop Purchaser/s shall also pay to the Developer/s various amounts payable as mentioned in this Agreement on the due dates without demand, time being essence of the Contract. On breach of this or any of the other conditions of this Agreement, the Developers shall terminate this Agreement and dispose of the said Flat / Shop to any other person. In case the Developers decide not to terminate the Agreement, then the Flat / Shop Purchaser/s shall be liable to pay interest at the rate of __% per annum on delayed payments. In case the Developers decide to terminate the agreement then, __% of the total purchase price or the amount paid by the Flat / Shop Purchaser/s to the developers till date of termination whichever is lower shall stand forfeited, as liquidated damages. However the Developers shall return the balance amount may be paid by the Developers in installments. However, in case of termination of Agreement irrespective of whether balance amount has been returned or not Developer/s shall be entitled to sell the said Flat / Shop immediately to any other person.

It is further expressly agreed and understood between Developers and Flat / Shop Purchaser/s that the Developers shall not be liable to refund the amount to the Flat / Shop Purchaser/s till such time the said Flat / Shop is sold by the Developers to the third party and have realized the total amount from the third party.

7. The Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat / Shop to the Flat / Shop Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat / Shop.
8. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
9. On getting Part Occupancy/ Occupancy Certificate from the concerned authority the Developers shall be at liberty to hand over possession of the said Flat / Shop to the Flat / Shop Purchaser/s even though permanent Electric and Water connection are not sanctioned by the respective authorities.
10. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
11. The Flat / Shop Purchaser/s shall take possession of the said Flat / Shop within week of the Developers giving written notice to the Flat / Shop Purchaser/s intimating that the said Flat / Shop is ready for use and occupation.
12. Commencing a week after notice in writing is given by the Developers to the Flat / Shop Purchaser/s that the said Flat / Shop is ready for use and

occupation, the Flat / Shop Purchaser/s shall liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat / Shop) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levied 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 said land and building/s. The Flat / Shop Purchaser/s further agrees that till the Flat / Shop Purchaser's share is so determined the Flat / Shop Purchaser/s shall pay to the Developers provisional monthly contributions that the Developers would demand, per month towards the outgoings. The amounts so paid by the Flat / Shop Purchaser/s to the Developers shall remain with the Developers until buildings are handed over to the society. The Flat / Shop Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each month in advance and shall not withhold the same. The Flat / Shop Purchaser/s will not be entitled to ask for adjustment on the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings.

13. So long as each Flat / Shop in the said Building shall not be separately assessed for Municipal taxes and water taxes, the Flat / Shop Purchaser/s shall pay to the Developer, or to the said organization, a proportionate share of the Municipal tax and water tax assessed on the whole Buildings on the basis of the area of each said Flat / Shop, etc., which are not sold and disposed off by the Developers. The Developers will also be entitled to the refund of the Municipal Taxes and water taxes on account of the vacancy of the said Flat / Shop.

14. The Flat / Shop Purchaser/s shall at the time of making payment of the last installment of the purchase price pay to the Developers the following amounts:-

For legal charges
Share Money, application and entrance fee of the society
Deposit for Power Connection with Reliance Energy Ltd / Tata Power Ltd

Municipal Taxes, Water Bill, Common Electric Bill, Maintenance Charges, other Society expenses
Development charges
Deposit for Mahanagar Gas connection
Society Maintenance charges

15. The Flat / Shop Purchaser/s shall not use the said Flat / Shop for any purpose other than as set out in these presents not use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building or for any illegal or immoral purpose.

16. The Flat / Shop Purchaser/s shall not let, sub-let, transfer, assign or part with Flat / Shop Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat / Shop until all the dues payable by the Flat / Shop Purchaser/s to the Developers under this Agreement are fully paid by and only if the Flat / Shop Purchaser/s had not been guilty of breach of or non-observance of any of the term and conditions of this Agreement and until the Flat / Shop Purchaser/s has intimated in writing to the Developers. Provided however that the Flat / Shop Purchaser/s shall be entitled to mortgage the said Flat / Shop in favour of any Banks or financial institution, private bodies, trust etc. for the purpose of securing loan to acquire the said Flat / Shop after taking Prior Permission/NOC of the Developers. The Flat / Shop Purchaser/s have agreed and affirmed that the Developers shall have the first charges and/or lien over the Flat / Shop unless the entire Flat / Shop cost is paid by the Flat / Shop Purchaser/s to the Developers. It is further agreed by and between the parties that the Flat / Shop Purchaser/s will not be allowed to appoint or nominate any or care taker or persons in respect of the said Flat / Shop on his/her/their behalf unless the same get permission from Developers in writing.

17. The Flat / Shop Purchaser/s shall on or before delivery of possession of the said Flat / Shop keep deposited with the Developers the sum which the Developers would demand towards the payment of all legal costs, charges and expenses towards electric cables, electric meter installation, electric meter non-refundable deposit, water meter non-refundable deposit, connection charges, development charges etc. Apart from the above the

Flat / Shop Purchaser/s agrees to pay any other taxes, cesses charges that shall be levied or become livable by MCGM or any Government authorities and also such other charges, escalations imposed by MCGM or any Government authorities.

18. The Flat / Shop Purchaser/s or himself/herself/themselves with intention to bring all persons into whosever hands the Flat / Shop may come, doth hereby covenant with the Developers as follows:-

- a. To maintain the Flat / Shop at Flat / Shop Purchaser/s own cost in good tenable repair and condition from the date of possession of the Flat / Shop is taken and shall not to or suffered to be done anything in or to the building in which the Flat / Shop is situated, staircase or byelaws or concerned local or any authority or change /alter or make addition in or the building in which the Flat / Shop is situated and the Flat / Shop itself or any part thereof.
- b. Not to store in the Flat / Shop any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat / Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat / Shop is situated, including entrance of the building in which the Flat / Shop is situated and in case any damage is caused to the building in which the Flat / Shop is situated or the Flat / Shop on account of negligence or default of the Flat / Shop purchaser/s in this behalf, the Flat / Shop Purchaser/s shall be liable for the consequences of the Breach.
- c. To carry at his/ her/ their own cost all internal repairs to the said Flat / Shop and maintain the said Flat / Shop in the same condition, state and order in which it was delivered by the Developers to the Flat / Shop Purchaser/s and shall not do or suffering to be done anything in or to the building in which the Flat / Shop is situated or the Flat / Shop which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Flat / Shop Purchaser/s committing any act in contravention of the above provision, the Flat / Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

- d. Not to demolish or cause to be demolished the said Flat / Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat / Shop or any part thereof. The Flat / Shop Purchaser/s shall maintain the front side and rear elevation or the same forms the Developers may construct and shall not at any time alter the said elevation and outside colour scheme of the building in which the Flat / Shop is situated, in any manner whatsoever without the prior consent in writing from the Developers. The ACs will have fixed positions, which should not to be altered. The Flat / Shop Purchaser/s shall keep the portion, sewers, drains pipes in the Flat / Shop and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat / Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C Partis or others structural members in the Flat / Shop without prior written permission of the Developers and /or society or the Limited Company.
- e. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the Flat / Shop is situated or any part thereof or whereby any increase premium shall be become payable in respect of the insurance.
- f. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Flat / Shop in the compound or any portion of the said land and building in which the Flat / Shop is situated.
- g. Pay to the Developers within Seven days of demanded by the Developers, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other serve connection to the building in which the said Flat / Shop is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and /or other public authority, on account of change of user of the Flat / Shop by the Flat / Shop Purchaser/s.

- i. The Flat / Shop Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions alternations or amendments thereof that may be made from time to time for protection and maintenance of the said Building Rules, Regulations and Bye –Laws for the time being of the concerned local authority and of Government and other public bodies. The Flat / Shop Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the occupation and use of the Flat / Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j. Till handing over charge of the Building to the Society Flat / Shop Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.
- k. Once possession of the said Flat / Shop is offered, Flat / Shop Purchaser/s shall take the possession of the said Flat / Shop, without raising disputes of any nature whatsoever within 15 days from the date of an offer, given by the Developers. Provided further that Flat / Shop Purchaser/s shall be liable to pay Maintenance and other Charges, taxes irrespective as to whether Flat / Shop Purchaser/s takes possession of the said Flat / Shop or not. In case of Non Payment, Developers shall be entitled to exercise various rights, available under this Agreement.
- l. The Flat / Shop Purchaser/s do hereby give their irrevocable consent and no objection to the Developers for carrying out any such additional construction on the Terrace or otherwise in or upon any part of the said property. Contractors or Agents shall be entitled to enter upon or have access to the said Terraces or any part thereof, save and except for the limited purpose of attending to the Water Tank for the purpose or cleaning or carrying out repairs thereto. The Flat / Shop Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- m. Irrespective of disputes if any, which may arise between the DEVELOPERS and the Flat / Shop Purchaser/s and/or the Organization,

all amounts contributions and Deposits, including amounts payable by the Purchaser/s to Developers, under this Agreement, shall always be paid punctually by the Flat / Shop Purchaser/s, to the Developers and shall not be withheld, by the Flat / Shop Purchaser/s for any reason, whatsoever.

21. Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Flat / Shop Purchaser/s that they shall not use any other road or access for ingress and egress to the residential property, save and except the Access/Road as provided by the Developers.

22. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat / Shop in the said building, if any shall belong exclusively to the respective Flat / Shop Purchaser/s of the Flat / Shop and such terrace spaces are intended for the exclusive use of the respective terrace Flat / Shop purchaser/s.

23. It is expressly agreed by and between the parties that the Developers shall be entitled at their own option to allot car parking spaces under stilt/open and the Flat / Shop Purchaser/s shall have no claim /demand of any nature of whatsoever in respect thereof. The aforesaid condition is of the essence of the contract and only upon the Flat / Shop Purchaser/s agreeing to the said conditions, the Developers have agreed to sell the said Flat / Shop to the Flat / Shop Purchaser/s. It is further agreed that the Developers shall have absolute right, authority and control over the unsold Flat / Shop and on unallotted parking space under stilt /open till the sale of the same.

24. The Grill design and fitting the Grill would be done by the Developers. The Flat / Shop Purchaser/s will not be provided a separate grill or allowed to make any changes in the design or do any alteration with the grill. The Flat / Shop Purchaser/s further undertakes not to fix or install the grill from outside or sliding window, which may damages the elevation of the Towers.

25. Before taking possession of the Flat / Shop the Flat / Shop Purchaser/s will have inspected the Flat / Shop would be fully satisfied with the Flat / Shop. After taking possession the Flat / Shop Purchaser/s will not have any claims about the area, amenities provided by the Developers.

26. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flat / Shop or of the said Plot and Building or any part thereof. The Flat / Shop Purchaser/s shall have no claim save and except in respect of the Flat / Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces, etc. will remain the property of the Developer until the said Building is handed over to the Society as hereinbefore mentioned.
27. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat / Shop Purchaser/s by the Developers shall not be constructed as a waiver on the part of the developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat / Shop Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
28. The Flat / Shop Purchaser/s shall not carry out any structural changes/modification inside the Flat / Shop and shall also not decorate changes or modify the exterior of the said Flat / Shop.
29. After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 [Apartment/plot]
30. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking

amount shall be returned to the Allottee without any interest or compensation whatsoever

31. It is expressly agreed between the parties that the said Developers have every right to add any structure in the lay out, alter the location of the structure and to add any other thing as per plan duly approved by the Municipal Corporation of Greater Mumbai. The Flat / Shop Purchaser/s does not have any right nor he/she will object to any alteration, addition, deletion in the lay out. The Flat / Shop Purchaser/s irrevocably authorizes the Developers to do all these acts as per the approved plans of the MCGM and use the full permissible FSI as per rules and regulations. The said Developers have full right to use TDR / FSI on this lay out and the Flat / Shop Purchaser/s will not object to the use of the same. The Developers have every right to add, amend, alter and delete in the list of amenities and facilities, which may be listed in all the promotional material such as brochure, advertisements, attached list, etc. without any previous notice. The Flat / Shop Purchaser/s hereby authorizes and gives irrevocable consent to the Developers to do all these acts. It is further expressly agreed and confirmed by the Flat / Shop Purchaser/s that no further consent either in oral or in writing or otherwise is required by the developers as required under section 7(1) of the Maharashtra Ownership Flat / Shops Act 1963 or other like law or waive all rights under the such laws.

32. All notices to be served on the Flat / Shop Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat / Shop Purchaser/s, by registered Post A.D. / Under Certificate of posting at his/ her address specified below:-

31. The Flat / Shop Purchaser/s shall at no time demand partition of his/her/their interest in the said Building and /or Property, it is being hereby agreed and declared by the Flat / Shop Purchasers that his/her/their such interest in the said Flat / Shop is impartable.

32. The Developers shall always have a right to get the benefit of additional F.S.I. and /or T.D.R any nature whatsoever or any other benefits arising out of the said Property for construction from the authorities concerned and also to make the addition, alternations, raise storey's or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other Government Authorities. Such additions structures and

storey's will be sole property of the Developers, who will be entitled to use the terrace including the parapet wall and the water tanks standing on the terrace for any purpose including the display of Advertisements and Sign Boards / Terraces Garden. The Flat / Shop Purchaser/s shall not raise any objection or claim or any abatement in price of the Flat / Shop agreed to be acquired by his/her/them and /or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developers.

33. Flat / Shop Purchaser/s hereby expressly agrees and covenants with the Developers that in the event of all the floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Developers offering license to enter upon the said premises to the Flat / Shop Purchaser/s or handing over possession of the said Flat / Shop, then the Developers shall have the right to complete the construction of balance floors of the building on the said property without any interference or objection by the Flat / Shop Purchaser/s. The Flat / Shop Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or part thereof by the Developers or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled to either transfer or through any nominees to construct and complete the said building on the said Property as they may desire in their absolute discretion without any interference or objection by the Flat / Shop Purchaser/s.

34. The Flat / Shop Purchaser/s and /or the Developers shall present this Agreement the proper registration office for registration within the time limit prescribes by the Registration Act and the Developers will attend such office and admit execution thereof.

35. At the time of registration the Flat / Shop Purchaser/s shall pay to the Developers necessary stamp duty and registration fees.

36. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the_____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

37. This Agreement shall always be subject to the provision of the Maharashtra Apartment Ownership Act, (Mah. Act No. XV of 1971) and the rules made there under said Act and the rules made there under.

FIRST SCHEDULE

ALL THAT pieces or parcels of land or grounds together with structures standing thereon, situate, lying and being at Shantajog Marg, Chembur, Mumbai - 400 089, admeasuring about _____ Sq.Mtrs., forming part of Survey Bearing No. _____ & C.T.S. No. 556 of Village Chembur, Taluka - Kurla, in the Registration District & Sub-District of Mumbai City and Mumbai Suburban District, within the limits of 'M' Ward of the Municipal Corporation of Greater Mumbai:

On or towards the North : _____

On or towards the East : _____

On or towards the South : _____

On or towards the West : _____

SECOND SCHEDULE

Flat / Shop No. ____ admeasuring _____ sq. ft. carpet on ____ Floor in the building known as “**Amber Empire**” at Shantajog Marg, Chembur, Mumbai - 400 089, admeasuring about _____ Sq.Mtrs., forming part of Survey Bearing No. _____ & C.T.S. No. 556 of Village Chembur, Taluka Kurla, in the Registration District & Sub-District of Mumbai City and Mumbai Suburban District, within the limits of 'M' Ward of the Municipal Corporation of Greater Mumbai.

SIGNED, SEALED & DELIVERED BY THE)

WITHIN NAMED, “**THE DEVELOPERS**”)

M/S. AMBER CAPRO PVT. LTD,)

Through its Director)

Authorized Signatory)

IN THE PRESENCE OF)

1

2

Signed Sealed and Delivered by)

By the within named Flat / Shop Purchaser/s)

1. _____)

2. _____)

In the presence of)

1

2

Receipt

Received As per detail given below:

Cheque No.	Date	Amount	Bank	Branch

We say received

For **AMBER CAPRO PVT. LTD**

Authorized Signatory