

Model Form of Agreement For Sale

This Agreement For Sale made at Thane this.....day of..... in the year Two Thousand and

Between

M/S. LAKHANI BUILDERS PRIVATE LIMITED, a Private Limited Company, duly registered under the provisions of Companies Act, 1956/2013 (PAN NO. AABCL6926A) having registered office address at Satra Plaza, 18th Floor, Sector - 19D, Vashi, Navi Mumbai - 400 705 through its Authorized signatory and Director **Mr. SUNNY V. LAKHANI** (the "**Promoter**") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its executors, successors, administrator, assigns) being Party of the **ONE PART**;

AND

[If the Allottee is
individual]

(Name of Individual), Adult, Individual, Aged _____, PAN _____, Years, having address at _____ (the "**Allottee**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) being party of the **OTHER PART**;

[OR]

[If the Allottee is a
Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. _____), PAN _____, having its registered office at _____, represented by its authorized signatory, _____, duly authorized vide board resolution dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) being party of the **OTHER PART**;

[OR]

[If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at

_____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide letter dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **OTHER PART**;

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**";

WHEREAS the "NATRAJ CO-OPERATIVE HOUSING SOCIETY LIMITED", a housing society, registered under the Maharashtra Co-operative Societies Act under Registration No. TNA/HSG/144/1965 dated 15.02.1965, (herein after for the sake of brevity referred to as "**the said Society**") is the owner of all that contiguous piece and parcels of land or ground bearing Survey No.344 Hissa No.9, Survey No.344 Hissa No.11, Survey No.344 Hissa No.15 of village Panchpakhadi and Survey No.117 Hissa No.3, Survey No.177 Hissa No.4 of village Naupada in aggregate admeasuring 13491¼ sq. yards equivalent to 11280.50 sq. meters or thereabout which is corresponding to Final Plot No.225 admeasuring about 5614.91 sq. meters, Final Plot No.294 admeasuring about 900.47 sq. meters and Final Plot No.301 admeasuring about 2029.88 sq. meters in aggregate admeasuring 8545.26 sq. Meters, situate lying and being at Panchpakhadi and Naupada, Taluka and District Thane within the registration Sub-District of Thane and the territorial limits of the Thana Borough Municipality now Thane Municipal Corporation situate at Panchpakhadi, Thane (W) 400602 under the Town Planning Scheme No.1 for Thane City, hereinafter referred to as "**the said Land**", which was consisting of 7 buildings marked as "A", "B", "C", "D", "E", "G" and "H" comprised of 133 tenements having total constructed carpet area of 7011.05 Sq. Mtr equivalent to 75467 sq. ft. of Carpet area or thereabout which was occupied by its 133 Members hereinafter referred to as "**said Entire Property**" which is more specifically described in the **First Schedule** herein below. A Copy of said Property Card is annexed hereto as **Annexure -"A"**;

AND WHEREAS the area of land sold and transferred to the Society was 13491¼ sq. yards equivalent to 11280.50 sq. meters or thereabout, but on account of realignment of the land and provisions for road under the Town Planning Scheme No.1 for Thane City; the land of the ownership of the Society was split into three plots viz. Final Plot No. 225 contained by an area admeasuring 5614.91 sq. meters, Final Plot No. 294 contained by an area admeasuring 900.47 sq. meters and Final Plot No.301 contained by an area admeasuring 2029.88 sq. meters, thus due

to realignment the Final Plot No.301 separated from other two plots and also the said two plots bearing Final Plot No.294 and 225 is divided by a road;

AND WHEREAS the Existing Buildings were old and required substantial and material repairs and in view thereof, the Society has decided that it would be in the interest of the Existing Members if the said Property is redeveloped by demolition of the Existing Buildings and construction of new building/s by way of utilisation and exploitation of the full development potential of the Entire Property including *inter-alia* consumption and utilisation of the floor space index ("FSI") available on the said Land and/or by utilisation of any compensatory/ancillary FSI including the FSI as per new Unified Development Control and Promotions Regulations for State of Maharashtra 2020 (UDCPR-2020) and/ or loading Transferable Development Rights ("TDR") in the manner as provided under the provisions of the Unified Development Control and Promotions Regulations for State of Maharashtra 2020 (UDCPR-2020) and or any modification thereto;

AND WHEREAS in the light of above and in compliance with the Norms and statutory provisions applicable for the redevelopment, the Society in its Special General Body Meeting dated 27th August 2017 resolved to entrust the work of redevelopment of the said Property to the PROMOTER;

AND WHEREAS subsequent to such resolutions, the Society and its then available 110 existing members entered into Agreement for Redevelopment dated 11th March 2020 with the PROMOTER (hereinafter referred to as the "Development Agreement"). Said Development Agreement dated 11th March 2020 is duly stamped and registered with the Sub-Registrar of Assurances at Thane-2 at serial number TNN-2/5088/2020 dated 11th March 2020 under Receipt No.5776 dated 11/03/2020;

AND WHEREAS by and under a General Power of Attorney dated 11th March 2020 and registered with the Sub-Registrar of Assurances at Thane-2 at serial number TNN-2/5090/2020 dated 11th March 2020 under Receipt No.5778 dated 11/03/2020 executed by the said Society in favour of the PROMOTER, the said Society *inter alia* granted rights for the purpose of redevelopment and the power to comply with the compliances required for redevelopment of the said Property;

AND WHEREAS vide a registered Deed of Confirmation to Development Agreement dated 2nd November 2020 executed between the Society and its about 10 Members out of remaining 23 Members of total 133 members and the PROMOTER, thereby the said 10 Members out of remaining 23 Members of total 133 members had confirmed the said Agreement for Redevelopment dated 11th March 2020 duly executed for granting of the Development right to the PROMOTER herein on the terms and conditions and in the manners and considerations as more specifically mentioned and recorded in the said Agreement for Redevelopment (hereinafter referred to as the said "**1st Deed of Confirmation**"). The said 1st Deed of Confirmation to Development Agreement dated 2nd November 2020 is registered at the office of the Sub-Registrar of Assurances at Thane-2 at serial number TNN-2/15157/2020 dated 2nd November 2020 under Receipt No.16633 dated 02/11/2020;

AND WHEREAS vide another registered Deed of Confirmation to Development Agreement dated 26.08.2022 executed between the Society and its 9 Members out of remaining 13 Members as well as some joint members and new members of total 133 members and the PROMOTER herein, thereby the said 9 Members out of remaining 13 Members as well as some joint members and new members of total 133 members had confirmed the said Agreement for Redevelopment dated 11th March 2020 duly executed for granting of the Development right to the PROMOTER herein on the terms and conditions and in the manners and considerations as more specifically mentioned and recorded in the said Agreement for Redevelopment (hereinafter referred to as the said "**2nd Deed of Confirmation**"). The said 2nd Deed of Confirmation to Development Agreement dated 26.08.2022 is registered at the office of the Sub-Registrar of Assurances at Thane-2 at serial number TNN-2/19432/2022 dated 26.08.2022 under Receipt No.21537 dated 26.08.2022;

AND WHEREAS vide another registered Deed of Confirmation to Development Agreement dated 12.05.2023 executed between the Society and its remaining 3 Members out of remaining 4 Members as well as 6 changed/new members of total 133 members and the PROMOTER herein, thereby the said 3 Members out of remaining 4 Members as well as 6 changed/new members of total 133 members of total 133 members had confirmed the said Agreement for Redevelopment dated 11th March 2020 duly executed for granting of the Development right to the PROMOTER herein on the terms and conditions and in the manners and considerations as more specifically mentioned and recorded in the said Agreement for Redevelopment (hereinafter referred to as the said “**3rd Deed of Confirmation**”). The said 3rd Deed of Confirmation to Development Agreement dated 12.05.2023 is registered at the office of the Sub-Registrar of Assurances at Thane-5 at serial number TNN-5/7265/2023 dated 12th May 2023 under Receipt No.8595 dated 12.05.2023;

AND WHEREAS as per the terms and conditions contained in the said Development Agreement, the PROMOTER became entitled to demolish the said existing buildings and construct new buildings thereon and provide to all 133 members of the Society 133 flats along with 133 car parking spaces to the members of the Society (1 car parking to each existing member) plus 15 visitors car parking spaces to be allotted to the Society. The PROMOTER became entitled to sell the remaining flats, shops, premises in the new buildings and even entitled to allot the remaining stilt/open/podium/Puzzle/stack car parking spaces to prospective purchasers on what is known as ‘ownership basis’ which is hereinafter referred to “**Saleable Area/Sale Portion**”. It is also agreed and accepted by the said Society that the prospective purchasers/allottees will be admitted to the membership of Co-operative Housing Society continuing on the said Property in the name of “Natraj Co-operative Housing Society Ltd.”;

AND WHEREAS since the said Entire Property consisting of three different plots having different size of plot areas, therefore, the PROMOTER have decided to redevelop the each Plots with separate approvals and with separate RERA Registration Numbers as FSI potential for each plot is different and therefore, construction timeline and height of building shall vary for each plot, however all the common amenities and facilities to be provided by the PROMOTER shall be upon the Plot No.225 viz. the Project land herein under the redevelopment project of Society and such amenities and facilities shall always be used and utilized by all the members of Society as well as new Purchasers of saleable units, irrespective of their flats/units situated in the building/s which are

standing on another plot/project wherein such amenities and facilities are not provided;

AND WHEREAS, the PROMOTER have obtained Project Finance from Motilal Oswal Home Finance Limited upon said project by mortgaging the unsold units and receivables of the project upon said Plot as well as 2 other plots of Society bearing Final Plot No.294 and 301, by executing two Deed of Mortgage both date 20/04/2023 with the Debenture Trustee Catalyst Trusteeship Ltd. duly appointed by the Lender Motilal Oswal Home Finance Limited as mentioned in Title Report attached to this Agreement. The said Debenture Trustee Catalyst Trusteeship Ltd. have issued its Consent/NOC letter dated _____ for sale of said Unit which is annexed hereto and marked as **Annexure-“F”**;

AND WHEREAS accordingly, the PROMOTER proposed to redevelop a plot of said Society being all that piece and parcels of land or ground bearing Final Plot No. 225 admeasuring about 5614.91 sq. meters situate lying and being at Panchpakhadi and Naupada, Taluka and District Thane within the registration Sub-District of Thane and the territorial limits of the Thane Municipal Corporation situate at Panchpakhadi, Thane (W) 400602 under the Town Planning Scheme No.1 for Thane City, hereinafter referred to as **‘the said part of Land’**, which was consisting of 05 buildings marked as “A”, “B”, “C”, “D” & “E”, comprised of 88 tenements (out of total 133 members), hereinafter referred to as **“said Property/Project Land”** which is more specifically described in the **Second Schedule** herein below;

AND WHEREAS consequent to the Development Agreement and the Power of Attorney granted by the Society in the circumstances, the PROMOTER herein are absolutely fully well and sufficiently entitled to carry out the development of the said Property/Project Land of the Society by demolishing the existing buildings thereon and constructing thereupon new building as per the building plans duly sanctioned by the concerned authority viz. Thane Municipal Corporation (**“TMC”**);

AND WHEREAS pursuant to the said Development Agreement dated 11th March 2020 and upon the application of the PROMOTER, the building plans for construction of the proposed new buildings on the said Property have been duly sanctioned by the concerned Thane Municipal Corporation (TMC) and have approved the Plan and issued Sanction of Development Permission / Commencement Certificate bearing V.P.No.S2T/0115/22/TMC/TDD/4448/23 dated 27.07.2023 for the construction of new building upon said Project Land. A

copy of said Development Permission / Commencement Certificate dated 27th July 2023 is annexed hereto and marked as **Annexure-“B”**;

AND WHEREAS the PROMOTER, under the terms of the said Development Agreement and Deed of Confirmations to Development Agreement are absolutely entitled to construct or cause to construct new building by using, consuming, utilisation and exploitation of the full development potential of the Property/Project Land including *inter-alia* consumption and utilisation of the floor space index (“FSI”) available on the said Project Land and/or by utilisation of any compensatory/ancillary FSI including the FSI as per new Unified Development Control and Promotions Regulations for State of Maharashtra 2020 (**UDCPR-2020**) and/ or loading Transferable Development Rights (“TDR”) in the manner as provided under the provisions of the Unified Development Control and Promotions Regulations for State of Maharashtra 2020 (**UDCPR-2020**) and or any modification thereto;

AND WHEREAS pursuant to the above-said Agreements the PROMOTER is intending/proposing to construct a residential-cum-commercial building upon the said Project Land comprising of Ground Floor Shop/Stilt + 1st to 2nd Floor Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 38th Floor + 39th (Part) Floor, which will be consisting of (i) 88 residential Flats of different carpet areas for the allotment of 88 existing members out of 133 members of Society whose old flats were standing on project land, (ii) 134 residential Flats of different carpet areas being saleable Flats, (iii) 21 Commercial Shops of different carpet areas on Ground Floor being saleable Shops and (iv) 24 Commercial Premises of different carpet areas on 1st Floor and 2nd Floor being saleable Commercial Premises (hereinafter referred to as the “Entire Proposed Plans”) in 2 phases;

AND WHEREAS, Upon the application of the PROMOTER, the building permission for construction of the proposed building on the said Property/Project Land have been duly sanctioned by the concerned Thane Municipal Corporation and issued Sanction of Development Permission / Commencement Certificate bearing V.P.No.S2T/0115/22/TMC/TDD/4448/23 dated 27.07.2023 for the construction of new building upon said Project Land being a Residential-Cum-Commercial Building comprising Ground Floor Shop/Stilt + 1st and 2nd Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 13th Floor & 14th (Part) to 30th (Part) Floor (hereinafter referred to as the “said Approved Plan”) in respect of the part of the said project land which will be consisting of (i) 88 residential Flats of different carpet areas for the allotment of 88 existing members out of 133 members

of Society whose old flats were standing on project land, (ii) 22 residential Flats of different carpet areas being saleable Flats, (iii) 21 Commercial Shops of different carpet areas on Ground Floor being saleable Shops and (iv) 24 Commercial Premises of different carpet areas on 1st Floor and 2nd Floor being saleable Commercial Premises. A copy of said Development Permission / Commencement Certificate dated 27th July 2023 is annexed hereto and marked as **Annexure-“B”**;

AND WHEREAS the Thane Municipal Corporation has granted Commencement Certificate vide Development Permission / Commencement Certificate bearing V.P.No.S2T/0115/22/TMC/TDD/4448/23 dated 27.07.2023 for construction of a Residential-Cum-Commercial Building comprising Ground Floor Shop/Stilt + 1st and 2nd Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 13th Floor & 14th (Part) to 16th (Part) Floor. A Copy of said Development Permission / Commencement Certificate dated 27th July 2023 is annexed hereto and marked as **Annexure-“B”**;

AND WHEREAS the PROMOTER has got the approved and sanctioned building plans on 27/07/2023 (hereinafter referred to as the “**said plans**”) in respect of the said project land. Accordingly, whereby the PROMOTER is entitled to construct a Residential-Cum-Commercial Building comprising Ground Floor Shop/Stilt + 1st and 2nd Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 13th Floor & 14th (Part) to 30th (Part) Floor (hereinafter referred to as the “**said Approved Plan**”) in respect of the part of the said project land which will be consisting of (i) 88 residential Flats of different carpet areas for the allotment of 88 existing members out of 133 members of Society whose old flats were standing on project land, (ii) 22 residential Flats of different carpet areas being saleable Flats, (iii) 21 Commercial Shops of different carpet areas on Ground Floor being saleable Shops and (iv) 24 Commercial Premises of different carpet areas on 1st Floor and 2nd Floor being saleable Commercial Premises, along with common areas amenities as detailed in “**Third Schedule**” appended hereto by utilizing available basic FSI of **1.1** , **Dilapidated incentive FSI of 0.5** and **Premium FSI of 0.5** in Phase-I.

AND WHEREAS besides, available basic FSI of **1.1**, **Dilapidated incentive FSI of 0.5** and **Premium FSI of 0.5** the PROMOTER is also entitled to additional FSI in the form of Transferable Development Rights (TDR) as per the Unified Development Control and Promotions Regulations for State of Maharashtra 2020 (**UDCPR-2020**) to the extent of **1.4** and 60%/80% Fungible FSI available as per the Unified Development Control and Promotions Regulations for State of

Maharashtra 2020 (UDCPR-2020) which will entail total available FSI to be utilized on the said project land to **4.45** from present **3.7 (Basic FSI, Dilapidated incentive FSI and Premium FSI)**. In the Phase-II of the Project the PROMOTER shall upload further balance TDR to full extent which will entail the increase in the number of Flats in building from present 110 residential Flats to 222 residential Flats.

AND WHEREAS accordingly, the PROMOTER is constructing a residential-cum-commercial building having Ground Floor Shop/Stilt + 1st to 2nd Floor Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 38th Floor + 39th (Part) Floor having total 222 residential Flats, 21 Commercial Shops on ground floor and 24 commercial premises on 1st and 2nd floor on the said project land in Two Phases, the entire project in Two Phases along with common area amenities to be known as **"EMPIRE DYNASTY"** (hereinafter referred to as **"said Entire Project"**).

AND WHEREAS the PROMOTER in compliance of its obligation under said Development Agreement dated 11/03/2020, Deed of Confirmations to said Development Agreement shall be liable to grant residential Flats and parking areas as agreed between the PROMOTER and Society as mentioned and recorded therein. Under the said Development Agreement dated 11/03/2020 and Deed of Confirmations to said Development Agreement, the PROMOTER shall allot 88 residential flats to all the 88 existing members out of 133 members of Society whose old flats were standing on project land along with 88 car parking spaces to the said 88 members of the Society. The total areas of the Society's areas for the said 88 existing members out of 133 members of Society whose old flats were standing on project land shall be as set out in the respective Individual Agreements executed with the members of the Society. The 88 existing members out of 133 members of Society whose old flats were standing on project land along with 88 car parking spaces to the said 88 members of the Society to be allotted to the Society and its existing members as per terms of said Development Agreement and Deed of Confirmations to the Development Agreement is collectively hereinafter referred to as the said **"SOCIETY'S AREAS"**.

AND WHEREAS the PROMOTER under the terms of said Development Agreement dated 11/03/2020 and Deed of Confirmations to said Development Agreement are entitled to sell the remaining flats/shops/office/units in the new buildings and even entitled to allot the remaining stilt/open/podium/puzzle/stack car parking spaces to prospective purchasers on what is known as 'ownership basis'. Except the Society's Areas all remaining flats/units in the new buildings and remaining stilt/open/podium/puzzle/stack

car parking spaces is collectively hereinafter referred to as the said "DEVELOPERS AREAS".

AND WHEREAS by virtue of the said Development Agreement and Deed Confirmations to Development Agreement the PROMOTER has sole and exclusive right to sell the DEVELOPER'S AREA in the said building to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/S of the Flats/Units/Apartments/Parking to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE/S, the PROMOTER has given inspection to the ALLOTTEE/S of all the documents of title relating to the project and the plans, designs and specifications prepared by the PROMOTER'S Architects "**Messrs 10 FOLDS Architects and Consultants**" and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the PROMOTER has upon request, given inspection to the ALLOTTEE of all the documents of title including copies of Agreements, Sanction of Development Permission / Commencement Certificate; "**Certificate of Title dated 02/08/2023**" in respect of said Project Land issued by Advocate M/s. Sunil & Co. and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Certificate is annexed hereto as **Annexure -"C"**;

AND WHEREAS in addition, the ALLOTTEE has perused the "Architect Certificate" and drawing certifying the carpet area of the said Unit along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the ALLOTTEE after giving a reasonable notice;

AND WHEREAS the Promoter has appointed "**Messrs 10 FOLDS Architects and Consultants**" architect for the said Project who is registered with the Council of Architect and having address at 506, 5th Floor, Dev Corpora, E. E. Highway, Cadbury Junction, Khopat, Thane (West);

AND WHEREAS the PROMOTER has appointed a Structural Engineer firm being "**Mahimtura Consultants Private Limited**" for the preparation of the structural design and drawings of the Project and the PROMOTER has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project;

AND WHEREAS the PROMOTER has registered the said Project under the provisions of the RERA 2016 with Real Estate Regulatory Authority bearing registration no. _____. A Copy of RERA registration Certificate is Annexed hereto as **Annexure -“D”**;

AND WHEREAS the ALLOTTEE has demanded inspection from the PROMOTER and the PROMOTER has given inspection to the ALLOTTEE of all documents of title relating to the said Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the PROMOTER'S Architects, the Title Certificate, revenue records, Development Permissions etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Upon demand by the ALLOTTEE/s enquiry, the PROMOTER herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the PROMOTER. The ALLOTTEE is fully satisfied with the title of the PROMOTER in respect of the redevelopment of said Project Land and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Flats/Shops/Offices/Units comprising in the building/s to any person of its choice and the ALLOTTEE has agreed not to raise any requisitions on or objections to the same;

AND WHEREAS the it is informed to the ALLOTTEE by the PROMOTER and the ALLOTTEE is aware of the facts that this project is belonging to "Natraj Co-operative Housing Society Ltd." which is owner of Project Land bearing Final Plot No.225 as well as two other plots bearing Final Plot No.294 and 301 and the PROMOTER is developing said two plots separately with separate RERA Registration Certificate, but all the common amenities and facilities to be provided by the PROMOTER shall be upon the Final Plot No.225 viz. the Project land herein under the redevelopment project of Society and such amenities and facilities shall always be used and utilized by all the members of Society as well as new Purchasers of saleable units in this project as well as upon said two plots, irrespective of their flats/units situated in the building/s which are standing on another plot/project wherein such amenities and facilities are not provided. The ALLOTTEE is also aware of the facts that all the 133 existing members of Society including 88 members whose Flats will be situated in this Project as well as all the new Purchasers of units in this Project as well as said two Plots shall be admitted as member of said Society;

AND WHEREAS the ALLOTTEE has inspected the registration of said Project on the website of RERA along with the documents uploaded therein and is satisfied with the same. The ALLOTTEE has seen the Plot prior to execution of this Agreement. The ALLOTTEE has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans of Project as referred above. The ALLOTTEE has also inspected plans, designs and specifications prepared by Promoter's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016;

AND WHEREAS the ALLOTTEE has confirmed that the ALLOTTEE is satisfied in all respects with regard to the title of the PROMOTER in respect of the said redevelopment of said Property and further in respect of the said Flat/Shop/Offices/Unit (defined herein below). The ALLOTTEE confirms that the ALLOTTEE has waived his right to any further investigation or raise any objection to the title of the PROMOTER to the said redevelopment Project and the competency of the PROMOTER to enter into this Agreement;

AND WHEREAS the ALLOTTEE/s has/have approached the PROMOTER and offered to purchase a residential Flat/Commercial Shop/Commercial Office/Premises No. _____ admeasuring _____ Carpet Area, on the _____ Floor, in the _____ Building in the project known as "**Empire Dynasty**" being constructed by the PROMOTER on the said Project land (the "**Unit**") which is more particularly described in FOURTH SCHEDULE hereunder for a total consideration of Rs. _____/- (**Rupees _____ only**) ("**Total Consideration**") and on the terms and conditions hereinafter appearing. The Unit is separately marked on the copy of Floor Plan annexed herewith as **Annexure-"E"**;

AND WHEREAS at and before the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs. _____/- (**Rupees _____ Only**) being "**Initial Booking Amount**" for the Purchase of the said Unit agreed to be sold by the PROMOTER to the ALLOTTEE, the receipt whereof the PROMOTER does hereby admit and acknowledge. The ALLOTTEE has agreed to pay to the PROMOTER balance consideration in the manner hereafter appearing;

AND WHEREAS for the purpose of this Agreement, "**Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an flat/shop/office/unit/apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace

area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the flat/shop/office/unit/apartment;

AND WHEREAS the PROMOTER in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Unit in favour of the ALLOTTEE/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents;

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

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

1. The PROMOTER has proposed to construct the said Project consisting of Ground Floor Shop/Stilt + 1st to 2nd Floor Podium Level Parking (Part) / Commercial (Part) + 3rd, 4th, 5th Podium Level (Parking) + 6th Podium Level (Part) / Upper Stilt (Part) + 1st to 38th Floor + 39th (Part) Floor on the said Plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a. The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE, Flat/Shop/Office No. _____ admeasuring _____ Carpet Area on the _____ Floor (the "Unit") in the said Project known as "Empire Dynasty" being constructed by the PROMOTER on the said Project Land for a consideration of Rs. _____ (Rupees _____ only) ("Consideration"). The said Unit is more particularly described in the FOURTH SCHEDULE hereunder, common area, facilities and common amenities in the Project are more particularly described in the THIRD SCHEDULE hereunder. The Unit is separately marked on the copy of Floor Plan annexed herewith as **Annexure-"E"**.

1.b. The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE stilt/open/podium/puzzle/stack car parking space bearing no. ____ admeasuring _____ sq. meters situated at ground and/or _____ podium floor of the Project.

Or

1.b. (i) ALLOTTEE have informed the PROMOTER that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Unit.

1.b. (ii) ALLOTTEE undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allotees.

1.c. The ALLOTTEE shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the PROMOTER within the time limit provided under Income Tax Act, 1961.

1.d. 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 "initial booking amount" at the time of booking and hereby agrees to pay to the Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner:

Sr.no.	Stage of Payment	Consideration payable in (%)
1	On Booking	10%
2	On Execution of Agreement	10%
3	On commencement of work	5%
4	On completion of Plinth	5%
5	On completion of 5 th Slab	5%
6	On completion of 10 th Slab	5%
7	On completion of 15 th Slab	5%
8	On completion of 20 th Slab	5%
9	On completion of 25 th Slab	5%
10	On Completion of 30 th Slab	5%

11	On completion of 35 th Slab	5%
12	On completion of Top Slab	5%
13	On Completion of Brick Work and Internal Plaster	5%
14	On Completion of sanitary fittings	5%
15	On Completion of External Plaster	5%
16	On Completion of electrical fittings	10%
17	At the time of Handing Over of the Possession	5%
		100%

1.e. The said Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Unit.

1.f. The ALLOTTEE shall be liable to pay and hereby agrees to pay to PROMOTER any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the ALLOTTEE at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the ALLOTTEE shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from PROMOTER.

1.g. Any payments made by the ALLOTTEE to the PROMOTER shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Consideration.

1.h. The Consideration is escalation free, save and except increases which the ALLOTTEE hereby agrees to pay, 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 from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost/charges imposed by the competent authorities, the PROMOTER shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter

being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

1.i. The ALLOTTEE shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

1.j. Upon an installment and/or balance payment payable by the ALLOTTEE to the Promoter becoming due, the PROMOTER shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to ALLOTTEE for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

1.k. The receipt for the payments made shall be issued by PROMOTER only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the PROMOTER.

1.l. Without prejudice to its rights and remedies under this Agreement, the ALLOTTEE hereby agrees that in the event that any portion of the Consideration is not paid by the ALLOTTEE within the time periods as set out in this Agreement, the PROMOTER shall have a charge lien on the said Unit to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the PROMOTER in compliance of its obligations hereunder.

1.m. 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 change, 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 this Agreement.

1.n. 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.

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

2.2. Time is essence for the PROMOTER as well as the ALLOTTEE. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the ALLOTTEES after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the ALLOTTEE shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as per payment table in this Agreement.

3. The PROMOTER hereby declares that the FSI available as on date in respect of the Plot is 31,425.92 sq. meters 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 FSI of 31,425.92 sq. meters as proposed to be utilized by him on the Plot in the said Project and ALLOTTEE has agreed to purchase the said Unit based on the proposed construction and sale of said Unit to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

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

Provided that, if the ALLOTTEE has granted consent for extension of the Project on account of delay in completing the construction of the said Project and/or on obtaining occupancy certificate, then the PROMOTER shall not be liable to pay interest to the Allottee as per clause 4.1. hereinabove.

4.2. Without prejudice to the right of PROMOTER to charge interest in terms of clause no. 4.1. above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment reminders, the PROMOTER shall at his own option, terminate this Agreement:

Provided that, PROMOTER shall give notice of 15 days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the ALLOTTEE and mail at the e-mail address provided by the ALLOTTEE, 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 ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (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 instalments of sale consideration of the Flat/Apartment which may till then have been paid by the ALLOTTEE to the PROMOTER.

4.3. In case of termination of this Agreement, the PROMOTER may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages") accepted by ALLOTTEE as being reasonable and fair estimate from the consideration amount paid by ALLOTTEE till the date of termination and shall refund the balance amount to the ALLOTTEE. Such refund to the ALLOTTEE shall be within 30 days from the date of registration of 'Cancellation Deed'. Further, ALLOTTEE shall not be entitled to claim refund from the PROMOTER the amounts paid by the ALLOTTEE to the government namely GST, stamp duty, registration and legal charges. Since the ALLOTTEE has defaulted, the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded. Upon termination of this Agreement the PROMOTER shall be at liberty to dispose of and sell the Unit to such person and at such price

as the PROMOTER may in his absolute discretion think fit. However, in case ALLOTTEE challenges such termination before any authority then PROMOTER shall be entitled to hold the refund till conclusion of such dispute.

4.4. For whatsoever reason if the ALLOTTEE herein, without any default or breach on his/her/their part, is desirous to terminate this Agreement/transaction in respect of the said Unit then, the ALLOTTEE herein shall issue a prior written notice to the PROMOTER as to the intention of the ALLOTTEE and on such receipt of notice the PROMOTER herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention to terminate this Agreement from the ALLOTTEE, the PROMOTER shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation, by obtaining NOC from the Bank/Financial Institution, if any loan obtained by ALLOTTEE upon said unit. Only upon the execution and registration of Deed of Cancellation the ALLOTTEE shall be entitled to receive the refund of actual paid basic consideration less 10% i.e., pre-determined damages, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.

4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Unit between the PROMOTER and ALLOTTEE herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the PROMOTER and ALLOTTEE herein, in respect of the said Unit, shall stand automatically cancelled and either Party shall 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 like one or more lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTER in the said building and the Flat/Apartment as are set out in THIRD SCHEDULE hereunder.

6. The PROMOTER shall give possession of the Unit to the ALLOTTEE on or before 31st December 2030. If the PROMOTER fails or neglects to give possession of the Unit 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 Unit 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 Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1. **Procedure for taking Possession:** The PROMOTER, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the ALLOTTEE as per this agreement shall offer in writing the possession of the said Unit to the ALLOTTEE in terms of this Agreement to be taken within one (1) month from the date of issue of such notice and the PROMOTER shall give possession of the said Unit to the ALLOTTEE. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the Existing Society, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The ALLOTTEE shall take possession of the Unit within 15 days of the written notice from the PROMOTOR to the ALLOTTEE intimating that the said Unit is ready for use and occupancy.

7.3. **Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the PROMOTER as per this agreement, the ALLOTTEE shall take possession of the Unit from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the PROMOTER shall give possession of the Unit to the ALLOTTEE. In case the ALLOTTEE fails or commits delay in taking possession of said Unit within the time provided in this agreement, such ALLOTTEE shall continue to be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the PROMOTER shall not be liable for the maintenance, wear and tear of the said Unit.

7.4. If within a period of five years from the date of handing over the Unit to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTER any structural defect in the Unit or the Building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect

in the manner as provided under the Act.

7.5. Since there is commercial shops on ground floor and commercial premises on 1st and 2nd floor of building and PROMOTER may obtain part OC for such commercial Shops and Premises and offer possession to ALLOTTEE of commercial shops and/or Commercial Premises without completing the project and common amenities. In such situation, the ALLOTTEE of commercial shops and/or Commercial Premises shall take possession of unit in aforesaid manner and time period without any objection and shall never object or obstruct the pending construction work of the project.

7.6. The PROMOTER shall give possession of the Unit to the ALLOTTEE on or before 31st December 2030. However, if project is completed prior to above mentioned date then also the ALLOTTEE shall take possession by paying the balance consideration as per agreed payment schedule and shall never object or challenge about the pre-completion of project.

8. The ALLOTTEE shall use the Unit or any part thereof or permit the same to be used only for the purpose of residence/shop/office. ALLOTTEE shall use the parking space only for purpose of keeping or parking vehicle.

9. The PROMOTER has informed to the ALLOTTEES at the initial stage of booking itself and the ALLOTTEE hereby confirm that he/she/they is/are aware of the facts that there is an existing Co-Operative Housing Society in the name of "NATRAJ CO-OPERATIVE HOUSING SOCIETY LIMITED" who is the owner of the Project Land as well as two other plots bearing Final Plot No.294 and 301 and all the ALLOTTEES of the said Building as well as buildings of said two other plots shall be admitted as members of said Society in accordance with the terms mentioned hereof as well as in the said Development Agreement and Deed of Confirmations to said Development Agreement. The said Society shall admit all the Allottees of this project as well as said two other plots as Member of said Society and shall issue share certificate to ALLOTTEES of PROMOTERS sale portion area in the project as well as in the said two other plots and the said Existing Society shall also carry out and record transfer of shares/Units and collect maintenance of common areas from the members including the ALLOTTEE/S herein. The ALLOTTEE shall from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member and duly fill, sign and return to the PROMOTER/Society within seven days of the same being forwarded to the ALLOTTEE.

9.1. The Promoter shall, within three months of receipt of full and final occupancy certificate for the said Project, cause to be transferred to the said

Building to the Society and all the right, title and the interest of the PROMOTER in the said Building in which the said Unit is situated.

9.2. The ALLOTTEE shall pay to the Society maintenance charges for upkeep and maintenance of common areas and facilities in the said building (like electricity of common areas, security, property tax, maintenance of common areas, salaries, etc.). The ALLOTTEE undertakes to pay such contribution within fifteen days of receiving notice.

9.3. Commencing a 15 days after intimation cum notice in writing is given by the PROMOTER to the ALLOTTEE/S that the said Unit is ready for use and occupation and till ALLOTTEE/S admitted as member of the existing Society known as **"NATRAJ CO-OPERATIVE HOUSING SOCIETY LTD.** the ALLOTTEE/S shall be liable to pay provisional monthly contribution as decided by the existing society for proportionate share of outgoings in respect of the said project land and Buildings namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the buildings and common area and common amenities of the said project land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Unit with effect from the date of issuance of Part/Full Occupation Certificate by the Thane Municipal Corporation or any other Competent Authority. The ALLOTTEE/S undertakes to pay such contribution within 10 (Ten days) of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever.

Provided that if the ALLOTTEE/S does not pay its share of the common maintenance charges within 10 days of receiving the notice of demand in this regard then the existing society shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.

9.4. That the PROMOTER shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the ALLOTTEE while shifting goods or while getting interior work done in the Unit purchased. The ALLOTTEE shall be liable to restore the original position of damaged areas at his own cost and effort.

9.5. Where the ALLOTTEE has to make any payment in common with other allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all Unit in the said Plot. The ALLOTTEE of commercial shops and premises has to make payment in common

with other allottees of commercial shops and premises in the Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all the commercial shops and premises in the said Plot.

10. That before taking possession of the said Unit, the Allottee shall pay to the existing society the amount for share money, application entrance fee of the Common Organization as decided by the existing society as per the by laws of the cooperative societies.

11. The ALLOTTEE shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney - at - Law / Advocates of the PROMOTER in connection with preparing and engrossing this Agreement.

12. The existing Society known as "NATRAJ CO-OPERATIVE HOUSING SOCIETY LTD. is lawful owner of the said project land and buildings. The buildings to be constructed on the said land along with common areas and common amenities shall belong and owned by the said existing Society upon completion Development of the said project land.

13. Representation and Warranties of the Promoter:

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

13.1. The PROMOTER has clear and marketable title with respect to the development rights upon the said Plot as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot for the implementation of the Project.

13.2. The PROMOTER has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

- i. There are no encumbrances upon the Plot or the Project except those disclosed in the title report;
- ii. There are no litigations pending before any Court of law with respect to the Plot or Project except those disclosed in the title report;

13.3. The PROMOTER has disclosed all drawings, sale plans, other drawings as given to the PROMOTER by the appointed Architect, Structural Consultants and any other consultants appointed by the PROMOTER to the ALLOTTEE

and the ALLOTTEE is aware that professional liability has been undertaken by them individually with the PROMOTER which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the ALLOTTEE and based on these said details of the drawings any of the calculations and areas shown, the ALLOTTEE has agreed to take the said Unit.

13.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.

13.5. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the ALLOTTEE created herein may prejudicially be affected.

13.6. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Plot, including the Project and the said Unit which will, in any manner, affect the rights of ALLOTTEE under this Agreement.

13.7. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Unit to the ALLOTTEE in the manner contemplated in this Agreement.

13.8. The PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the said existing Society.

13.9. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities till receipt of occupancy certificate for the said Project.

13.10. That after issuance of part/full occupation certificate for building in said project, the ALLOTTEES in the Project will be liable to pay all charges and taxes payable to the TMC, State Government and other competent authorities in respect of their Units and said Project Land as may be levied by TMC, State Government and other competent authorities from time to time.

13.11. 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 Project Land) has been received or served upon the PROMOTER in respect of the Land and/or the Project except those disclosed in the title report.

13.12. The PROMOTER herein has decided to have the name of the Project “**Empire Dynasty**” and further erect or affix PROMOTER'S name board at suitable places as decided by the PROMOTER herein on the building and at the entrances of the scheme. The PROMOTER is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the PROMOTER at the gate and/or on the plot and/or on the Building.

14. The Allottee/s himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows:

14.1. To maintain the Unit at the ALLOTTEE'S own cost in good and tenantable repair and condition from the date the possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or by-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

14.2. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or any other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.

14.3. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and byelaws of the

concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

14.4. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit is situated and shall not chisel/core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the PROMOTER and/or the said existing Society. The ALLOTTEE shall not enclose the chajjas, service slab, etc., in the said Unit.

14.5. 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

14.7. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.

14.8. 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 Unit by the ALLOTTEE for any purposes other than for purpose for which it is sold.

14.9. That after delivery and handover of Building to the said existing Society, the Unit owners in the project will be liable to pay all charges and taxes payable to the TMC, State Government and other competent authorities in respect of their Unit and said project land as may be levied by TMC, State Government and other competent authorities from time to time including the

Transfer charges, if any.

14.10. The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.

14.11. The ALLOTTEE shall observe and perform all the rules and regulations which the said existing Society may adopt 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 Units therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the existing Society regarding the occupancy and use of the Unit 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.

14.12. Till handover of the Building in which Unit is situated in favour of Society, 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 said building or any part thereof to view and examine the state and condition thereof.

14.13. The PROMOTER and/or its agent shall at all times be allowed to enter the said Building and the Project Land to show the unsold Unit in the said Building to potential buyers until such time all Unit are sold.

14.14. That the ALLOTTEE shall indemnify and keep indemnifying the PROMOTER towards or 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.

14.15. That nothing herein contained shall construe as entitling the ALLOTTEE any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the ALLOTTEE to the PROMOTER in this regard.

14.16. That the parking spaces, if any, allotted to the ALLOTTEE shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the

ALLOTTEE and the same has been agreed by the ALLOTTEE to follow.

15. (i) The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE towards Total Consideration of the said Unit and shall utilize the amount only for the purpose for which they have been received.

(ii) The ALLOTTEE/s shall make all payments of the Total Consideration to the PROMOTER through an account payee cheque/demand draft/pay order/wire transfer/electronic transfer any other instrument drawn in favour of "**Lakhani Builders Pvt. Ltd.**" **A/c No. 999993204023019, IFSC NO - HDFC0001575 with HDFC Bank, Branch Koparkhairane.** In case of any financing arrangement entered by the ALLOTTEE/s with any financial institution for availing home loan with respect to the said Unit, the ALLOTTEE/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the PROMOTER through an account payee cheque/demand draft/wire transfer/any other instrument drawn in favour of "**Lakhani Builders Pvt. Ltd.**" **A/c No. 999993204023019, IFSC NO - HDFC0001575 with HDFC Bank, Branch Koparkhairane.** Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Unit and shall be construed as a breach on the part of the ALLOTTEE/s. In case of change of bank account number as mentioned above, the ALLOTTEE/s shall make payment as conveyed by PROMOTER in writing to the ALLOTTEE/s.

Provided that the PROMOTER shall be allowed to withdraw the sums received from the ALLOTTEE and utilise the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Land and Project or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Unit 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 existing Society as hereinbefore mentioned.

17. The ALLOTTEE hereby grants their consent to the PROMOTER for

availing such loan and /or financial assistance on such terms and conditions as the PROMOTER may deem fit and proper subject to the repayment thereof by the PROMOTER. After the PROMOTER executes this agreement, the PROMOTER shall not mortgage or create a charge on the Unit 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 Unit.

18. BINDING EFFECT

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.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

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 said project shall equally be applicable to and enforceable against any subsequent ALLOTTEES of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Flats and/or Commercial Shops/Premises in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER'S Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE, in after the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

26. The ALLOTTEE shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

27. (i) That all notices including notice of demand 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 and the PROMOTER by Registered Post A.D/ Speed Post and/or notified mail ID at their addresses specified below.

Name & Address (Allottee) _____

Email: _____

Name of Promoter **M/S. LAKHANI BUILDERS PVT. LTD.**

Promoters Address: Satra Plaza, 18th Floor, Sector - 19D, Vashi,
Navi Mumbai - 400 705.

Notified Email ID: info@lakhanibuilders.in

(ii) 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.

(iii) Upon handing over of the possession of the Unit to the ALLOTTEE under this agreement, all the notices on the ALLOTTEE shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

28. **JOINT ALLOTTEES**

That in case there are Joint ALLOTTEES all communications shall be sent by the PROMOTER to the ALLOTTEE 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 ALLOTTEES.

29. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

30. **Investor Clause**

In the event, ALLOTTEE has purchased the said Unit as an Investor and intends to sell the said Unit within a period of 3 years from the date of this Agreement, then in such case, ALLOTTEE shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the ALLOTTEE'S right as an Investor, the ALLOTTEE may continue to hold the said Unit like any other ALLOTTEE if he does not sell it within 3 years.

31. Dispute Resolution: -

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. Waiver Not a Limitation To Enforce

- i. The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the PROMOTER in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other Allottees.
- ii. Failure on the part of the PROMOTER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

33. 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.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

FIRST SCHEDULE

(Description of the said Entire Property)

ALL THAT piece or parcel of land or ground bearing Survey No.344 Hissa No.9, Survey No.344 Hissa No.11, Survey No.344 Hissa No.15 of village Panchpakhadi and Survey No.117 Hissa No.3, Survey No.177 Hissa No.4 of village Naupada in aggregate admeasuring 13491¼ sq. yards equivalent to 11280.10 sq. meters or thereabout which is corresponding to Final Plot No.225 admeasuring about 5614.91 sq. meters, Final Plot No.294 admeasuring about 900.47 sq. meters and Final Plot No.301 admeasuring about 2029.88 sq. meters in aggregate admeasuring 8545.26 sq. Meters, Situate lying and being at Panchpakhadi and Naupada, Taluka and district Thane within the registration Sub-District of Thane within the limits of the Thane Municipal Corporation situate at Service Road Panchpakhadi, Thane (W) 400602 under the Town Planning Scheme No.1 for Thane City and bounded as follows:-

On or towards the North : partly by road & partly by plots of other society
On or towards the South : by Plots of Perna CHS & Poonam Chhaya CHS
On or towards the East : by plots of Anjali CHS & other buildings
On or towards the West : By Road

SECOND SCHEDULE

(Description of the said Property/Project Land)

ALL THAT piece or parcel of land or ground bearing Final Plot No.225 admeasuring about 5614.91 sq. meters Situate lying and being at Panchpakhadi, Taluka and district Thane within the registration Sub-District of Thane within the limits of the Thane Municipal Corporation situate at Service Road Panchpakhadi, Thane (W) 400602 under the Town Planning Scheme No.1 for Thane City and bounded as follows:-

On/or towards North : 12 Meters Wide Road
On/or towards South : Final Plot No. 224 & 222
On/or towards East : Final Plot No. 226
On/or towards West : Eastern Express Highway

THIRD SCHEDULE

(Common Areas and Amenities)

- 1.
- 2.
- 3.

- 4.
- 5.

(Internal Amenities)

- 1.
- 2.
- 3.
- 4.
- 5.

FOURTH SCHEDULE

(Description of Unit)

Flat/Shop/Office No., on the ____ floor, admeasuring carpet area ____ Sq. Mtrs., along with reservation of ____ Car Parking bearing No. ____ at Level _____, of the project titled as "EMPIRE DYNASTY" of the "NATRAJ CO-OPERATIVE HOUSING SOCIETY LTD.", lying being and situate at Service Road Panchpakhadi, Thane (W) 400602 and as described in First/Second Schedule hereinabove.

SIGNED SEALED AND DELIVERED)

BY THE WITHIN NAMED PROMOTER)

SIGNED SEALED AND DELIVERED)

BY THE WITHIN NAMED PROMOTER)

LAKHANI BUILDERS PRIVATE LIMITED)

Through its Authorized Signatory/Director)

MR. SUNNY VIJAY LAKHANI)

(PAN NO. AABCL6926A))

IN THE PRESENCE OF)

1)

2)

SIGNED SEALED AND DELIVERED BY THE)

WITHIN NAMED ALLOTTEE/S)

MR. _____)

(PAN : _____)

IN THE PRESENCE OF _____)

1.

2.

List of Annexures

Annexure No.	Document
Annexure A	Copy of PR Card of Project Land
Annexure B	Copy of Sanction Development Permission /Commencement Certificate (CC)
Annexure C	Copy of Title Report
Annexure D	Copy of RERA Registration Certificate
Annexure E	Copy of floor plan showing said Unit separately marked
Annexure F	Consent/NOC for sale issued by Debenture Trustee Catalyst Trusteeship Ltd.

Housiey.com

PAYMENT RECEIPT

Received from _____ on this _____ date a sum of
Rs. _____/- (Rupees _____ Only) vide Cheque No.
" _____ " drawn on _____ Bank, dated _____
as and by way of Initial Booking Amount out of the Total agreed
Consideration of Rs. _____ (Rupees _____ Only) in
respect of the purchase of Unit being **Flat/Shop/Office No.**
_____ admeasuring _____ carpet area, on the
_____ Floor, in the said Project known as "EMPIRE
DYNASTY" of the "NATRAJ CO-OPERATIVE HOUSING SOCIETY
LTD.", lying being and situate at Service Road Panchpakhadi, Thane
(W) 400602.

WE SAY RECEIVED

For Lakhani Builders Pvt. Ltd.

Through its Authorized Signatory/Director Shri _____

WITNESSES:

- 1.
- 2.

Place: Thane

Date :