

**DRAFT FOR APPROVAL**

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand Twenty \_\_\_\_\_

**BETWEEN**

**SAMAK CONSTRUCTIONS PVT. LTD.**, a Company registered under the Companies Act, 1956, having its registered office at Shop No: A/3, Gurunanak Market, M.S. Ali Road, Opp. Novelty Cinema, Grant Road (East), Mumbai-400 007, hereinafter referred to as "**THE PROMOTERS/DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

**AND**

**(1)** \_\_\_\_\_ an adult, of Mumbai, Indian Inhabitant, presently residing at / having address at \_\_\_\_\_, hereinafter referred to as the "**THE PURCHASER/S/ALLOTTEE/S**"

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals his/her/their respective heirs, executors, administrators and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors and administrators of the last surviving partner and in the case of a Limited Liability Partnership and a company its successors-in-title and permitted assigns) of the **OTHER PART:**

**WHEREAS:**

(A) (i) By a Deed of Conveyance dated 4<sup>th</sup> October 1989, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 2699 of 1989, made between one Nafisa Mohsinbhoy Vasi as the Vendor therein and one Shri Babulal Ramji Shah and one Shri Damji Ramji Shah, as the Purchasers therein, the said Vendor did thereby sell transfer convey unto the then Purchasers, her one half undivided share in all that piece and parcel of land and ground with dwelling houses standing thereon bearing Cadastral Survey No 1191, 1/1191, 2/1191 and 4/1191 of Girgaum Division, admeasuring 2026 sq yards or thereabouts, situate lying and being on the South side of Grant Road, more particularly described as Firstly in the Schedule hereunder written, at or for the consideration and on terms and conditions therein contained;

(ii) By a Deed of Conveyance dated 4<sup>th</sup> October 1989, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 2700 of 1989, made between one Fauzia Moizbhoy Vasi as the Vendor therein and one Shri Babulal Ramji Shah and one Shri Damji Ramji Shah, as the Purchasers therein, the said Vendor did thereby sell transfer convey unto the Purchasers therein, her one fourth undivided share in all that piece and parcel of land and ground with dwelling houses standing thereon bearing Cadastral Survey No 1191, 1/1191, 2/1191 and 4/1191 of

Girgaum Division, admeasuring 2026 sq yards or thereabouts, situate lying and being on the South side of Grant Road, more particularly described as Firstly in the Schedule thereunder written, at or for the consideration and on terms and conditions therein contained;

- (iii) By a Deed of Conveyance dated 4<sup>th</sup> October 1989, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 2701 of 1989, made between one Bilkishbai Moizbhoy Vasi as the Vendor therein and one Shri Babulal Ramji Shah and one Shri Damji Ramji Shah, as the Purchasers therein, the said Vendor did thereby sell transfer convey unto the Purchasers therein, her one eighth undivided share in all that piece and parcel of land and ground with dwelling houses standing thereon bearing Cadastral Survey No 1191, 1/1191, 2/1191 and 4/1191 of Girgaum Division, admeasuring 2026 sq yards or thereabouts, situate lying and being on the South side of Grant Road, more particularly described as Firstly in the Schedule hereunder written, at or for the consideration and on terms and conditions therein contained;
- (iv) By a Deed of Conveyance dated 21<sup>st</sup> November 1989, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 3153 of 1989, made between one Munirabai Moizbhoy Vasi as the Vendor therein and one Shri Babulal Ramji Shah and one Shri Damji Ramji Shah, as the Purchasers therein, the said Vendor did thereby sell transfer convey unto the Purchasers therein, her one eighth undivided share in all that piece and parcel of land and ground with dwelling houses standing thereon bearing Cadastral Survey No 1191, 1/1191, 2/1191 and 4/1191 of Girgaum Division, admeasuring 2026 sq yards or thereabouts, situate lying and being on the South side of Grant Road, more particularly described as Fourthly in the Schedule hereunder written, at or for the consideration and on terms and conditions therein contained;

(v) The aforesaid Babulal Ramji Shah expired on 06.03.1994 leaving behind his widow 1) Smt Maniben Babulal Shah, his two sons 2) Shri Dhirendra Babulal Shah 3) Shri Jitendra Babulal Shah and his two daughters 4) Smt Sangeeta Pankaj Sanghvi 5) Smt Sheetal Dipen Dedhia, as his only heirs and legal representatives in accordance with the law by which he was governed, who became entitled to the 50 % share right title interest the said Late Babulal Ramji Shah in the said Property, the balance 50% share being held by Owner No 1 herein.

(vi) By a Deed of Release dated 28<sup>th</sup> December 2007, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 4369 of 2007, made between the aforesaid 1) Smt Maniben Babulal Shah 2) Smt Sangeeta Pankaj Sanghvi and 3) Smt Sheetal Dipen Dedhia, (being the widow and two daughters of Late Shri Babulal Ramji Shah respectively) as the Releasors therein, and the aforesaid 4) Shri Dhirendra Babulal Shah 5) Shri Jitendra Babulal Shah (being the sons of the said late Babulal Ramji Shah) as the Releasees therein, the said Releasors did thereby release and relinquish their one fifth share right title interest in the said Property in favor of the Releasees therein, to the end and extent that the Releasees i.e. Shri. Dhirendra Babulal Shah and Shri. Jitendra Babulal Shah became entitled to the 50% share of the said Late Babulal Ramji Shah, as the absolute Owners thereof.

(vii) In the premises, the said Damji Ramji Shah and the said Dhirendra Babulal Shah and Jitendra Babulal Shah become seized and possessed off or otherwise well and sufficiently entitled to the said property described as Firstly in the Schedule hereunder written.

(viii) By a Development cum Sale Agreement dated 28<sup>th</sup> February, 2024 and duly registered with the Sub-Registrar of Assurances at Bombay under Sr. No. BBE/3/11423 of

2024 and made between the said Damji Ramji Shah, Dhirendra Babulal Shah and Jitendra Babulal Shah as the Owners herein and Samak Construction Pvt. Ltd. as Developer therein and the Developer/Promoter herein, the said Damji Shah and others granted development cum sale rights to the Developer/Promoter herein in respect of the said property described as Firstly in the Schedule hereunder written.

(B) (i) By a Deed of Conveyance dated 25<sup>th</sup> May 1992, registered with the Sub Registrar of Assurances at Mumbai, under Serial No 1486 of 1992, made between one Pravinchandra Ratilal Thakkar and Anr as the Trustees of Ramadevi Ratilal Thakkar Trust, and the Vendors therein, one Manavi Pravinchandra Thakkar and Ors as the beneficiaries of the said Trust and Confirming parties therein, and (1) Kanta Damji Shah, (2) Chandrika Dhiren Shah and (3) Chhaya Jitendra Shah as the Purchasers therein, the said Trustees did thereby sell transfer convey unto the said Purchasers therein, all that piece and parcel of land and ground with dwelling houses standing thereon bearing Cadastral Survey No 1192, 1193 1194 and 1195 as well as 1A/1191, 1A1/1191 of Girgaum Division, admeasuring 2320 sq yards equivalent to 1959.822 sq. mtrs. or thereabouts, situate lying and being on the Front side of Grant Road, more particularly described as Secondly in the Schedule hereunder written, at or for the consideration and on terms and conditions therein contained;

(ii) By Development cum Sale Agreement dated 1<sup>st</sup> September, 2023 and registered with the Sub-Registrar of Assurances at Bombay under Sr. No. BBE/3/17245 of 2023 and made between (1) Kanta Damji Shah, (2) Chandrika Dhiren Shah and (3) Chhaya Jitendra Shah as the Owners therein and Samak Construction Pvt. Ltd. being the Developer/Promoter herein as the Developer therein, the said Kanta Damji Shah and others did thereby grant

development cum sale rights to the Developer/Promoter herein in respect of the said property bearing C.S. No.1192, 1193, 494 and 1195 as well as 1A/1191 and 1A1/1191 of Girgaum Division admeasuring 1959.822 sq. mtrs. and more particularly described as Secondly in the Schedule hereunder written.

(C) (i) By virtue of a Deed of Conveyance dated 21<sup>st</sup> January 2014, registered with the Registrar of Assurances at Mumbai under Serial No BBE/1/545/4/63 of 2014, made between one Mrs Rubab Turab Rangwalla as the Vendor therein and ARICIA CONSTRUCTION PRIVATE LIMITED as the Purchaser therein, the said Vendor did thereby sell transfer convey unto the Purchaser therein, all that piece and parcel of land bearing Cadastral Survey No.3A/1191 and 1A1/1191 of Girgaum Division, admeasuring 627 sq yards equivalent to 524.25 sq mtrs or thereabouts as per the Property Card, together with the building thereon comprising a ground + mezzanine structure, situate lying and being on the southern side of Grant Road Mumbai 400 004 more particularly described as Thirdly in the Schedule hereunder written at and for the consideration and on terms and conditions therein contained;

(ii) By a Deed of Conveyance dated 1<sup>st</sup> September, 2023 and registered with the Sub-Registrar of Assurances at Bombay under Sr. No. 17247 of 2023, the said Aricia Construction Pvt. Ltd. did thereby sell, transfer and convey to Samak Construction Pvt. Ltd. being the Developer/Promoter herein all that piece or parcel of land bearing Cadastral Survey No. 3A/1191 and 1A1/1191 of Girgaum Division admeasuring 524.25 sq. mtrs. and more particularly described as Thirdly in the Schedule hereunder written.

(D) By an Indenture of Conveyance dated 27<sup>th</sup> December, 2007 made between Smt. Arvinder Kaur Kohli as the Vendor therein and Samak Construction Pvt. Ltd. as the Purchasers therein and

duly registered by way of a Deed of Confirmation dated 8<sup>th</sup> September, 2008 with the Sub-Registrar of Assurances at Mumbai under Serial No BBE-3/6624 of 2008, the said Vendor therein did thereby sell, transfer and convey unto Samak Construction Pvt. Ltd. being the Developer/Promoter herein, all that piece and parcel of land lying being at Maulana Shaukat Ali Road, Grant Road admeasuring 2011.76 sq. mtrs. and being part of Cadstral Survey No.1190 of Girgaum Division and more particularly described as Fourthly in the Schedule thereunder written;

- (E) In the premises, the Promoters/Developers herein as Owners and Developers are seized and possessed off and/or otherwise well and sufficiently entitled to all that piece or parcel of land together with structures thereon lying being and situate at Grant Road West known as 'SHEETAL ESTATE' and more particularly described in the First Schedule hereunder written. (hereinafter collectively referred to as "**the said Property**")
- (F) The structures standing in the said property were in use and occupation of various monthly Tenants/Occupants, the Promoters/ Developers herein have arrived at an arrangement with the said Tenants/Occupants of the various structures, who have granted their approval for the redevelopment of the said property as required by MHADA in terms of Development Control Regulation 33(7) and/or Regulation 33(9) amended from time to time.
- (G) The Promoters/Developers have appointed Architect Ameet Ganpatrao Pawar of M/s. Aakar Architects & Consultants as an Architect registered with the Council of Architects and have appointed Sailesh Ramanlal Mahimtura of M/s. Mahimtura Consultants Pvt. Ltd. as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/Developers accept the professional supervision of the said Architect and the Structural Engineer (or any suitable

replacements/substitutes thereof) till the completion of the said Project.

(H) The Promoters/Developers have till date obtained the following permissions and approvals for development of the said property as under:

a) MHADA No Objection Certificate (NOC) dated 28.06.2012 bearing No. R/NOC/F-1701/3459/MBRRB-12 revised on 11.04.2022 bearing No. R/NOC/F-1701/2651/MBRRB-22 and on 01.02.2023 bearing No. R/NOC/F-1701/ 889/ MBRRB-23 and revised on 05.02.2024 bearing No. CO/Cluster Red.33(9)/F-1701/Phase-01/1238/MBRRB-24 approving a revision of the Redevelopment under the Provisions of Regulation 33(9) of DCPR, 2034.

**ANNEXURE- "1".**

b) Intimation of Disapproval (IOD) dated 22.01.2014 bearing No. EB/6601/D/A amended on 04.05.2022 bearing No. EB/ 6601/ D/A/ IOD/ 1/Amend and lastly on 14.06.2024 bearing No. EB/ 6601/ D/A/ 337/2/Amend sanctioning the development under Regulation 33(9) of DCPR, 2034.

**ANNEXURE- "2".**

c) Commencement Certificate (C.C.) bearing No. EB/ 6601/ D/A/CC/1/New issued on 12.05.2023, and further revalidated on 10.07.2024 bearing No. EB/ 6601/ D/A **(ANNEXURE- "3")** and having obtained the said requisite sanctions from the Concerned Authorities have vacated the Tenants from the said property and have commenced Phase I of 'SHEETAL ESTATE' being the construction of multi storeyed buildings to be known as "**The Empire Tower**" in terms of the sanctioned layout of the said property described in the First Schedule hereunder written in accordance with the sanctioned building plans and permissions granted in that behalf.

d) The said project has been registered as a 'Real Estate Project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. \_\_\_\_\_ dated \_\_\_\_\_ for the Project.

e) The Promoter/Developers have inter-alia, for the time being proposes a phased development with \_\_\_\_\_ separate Buildings viz. Building Wings A, B being the Rehab Building, Building 'C' comprising of Rehab and Sale Component. The Phase I relates to development of Rehabilitation Building, Wings A and B presently proposed to be of 3 Basements for Car Parking & Utilities + Ground to Seventh Floor Rehab Shops, 8<sup>th</sup> to 19<sup>th</sup> Floor for Rehab Residential Tenants and the Sale Building being 'C' Building presently proposed of 4 basements for Car Parking and Utilities, Ground Floor Entrance Lobby, 1<sup>st</sup> to 15<sup>th</sup> Floor for podium parking and 16<sup>th</sup> to tentatively 70<sup>th</sup> Floor for Rehab Residential and Sale including Amenity, Service and Refuge Floors being constructed on a portion of the said property and as shown marked in Black hatch on the layout Plan **ANNEXURE "4"** hereto. The present Agreement relates to Rehab cum Sale Building 'C' to be known as '**The Empire Tower**'.

f) The Purchaser/s/Allottee/s has/have demanded inspection from the Promoters/Developers and the Promoters/Developers have given inspection to the Purchaser/s/Allottee/s of all documents of title relating to the said property including all the documents mentioned in the recitals herein above and also the plans, designs and

specifications prepared by the Promoters/Developers Architects, the certificate of title, revenue records and all other documents as specified under the RERA and the Rules and Regulations made thereunder and has/her satisfied himself/herself/themselves in that regard.

- g) The Purchaser/s/Allottee/s is/are desirous of purchasing a residential Premises/Flat/Office bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. Rera carpet area on the \_\_\_\_\_ Floor of Building C known as '**The Empire Tower**' Project (hereinafter referred to as the "**the said Premises**").
- h) The Purchaser/s/Allottee/s is/are desirous of purchasing \_\_\_\_\_ mechanical/podium car parking space/s in the said proposed building.
- i) The RERA carpet area of the said premises is \_\_\_\_\_ sq. mtrs. and carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- j) The Authenticated Copy of the Floor Plan of the said premises is annexed hereto as **ANNEXURE- "5"**.
- k) Copy of the Title Certificate dated \_\_\_\_\_ issued by Advocate Shobhit Shukla certifying the entitlement of the Promoters/ Developers to the said property is annexed hereto as **ANNEXURES - "6"** ("the said Title Certificate"). The Property Register Cards in respect of C.S. No.1190 has been mutated in the name of the Promoters/Developers and the Property Register Card in respect of C.S. No.1191, 1/1191, 2/1191, 4/1191, 1192, 1/1192, 1193 & 1194 continues in the name of the Owners thereof, being the Grantors of the Development cum Sale rights thereof to

the Promoters/Developers. The property bearing C.S. Nos. 3A/1191 & 1A1/1191 through conveyed by Deed of Conveyance dated 1<sup>st</sup> September, 2023 and registered with the Sub-Registrar of Assurances at Bombay under Sr. No.17247 of 2023 to the Promoters/Developers remains to be mutated in the name of the Promoters/Developers. The Property Register Cards of the said property are annexed hereto as **ANNEXURE - "7" Collectively.**

- l) The Promoters/Developers have accordingly commenced construction of the said Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- m) The Promoters/Developers have agreed to sell to the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s has/have agreed to purchase and acquire from the Promoters/Developers, the said premises, at or for the total price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Sale Consideration") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Purchaser/s/Allottee/s has/have paid to the Promoters/Developers a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being payment or deposit by way of issue of cheques in favour of SAMAK CONSTRUCTION PVT. LTD. - \_\_\_\_\_ A/c. bearing No. \_\_\_\_\_ being 10% of the Sale Consideration of the Premises agreed to be sold by the Promoters/Developers to the Purchaser/s/Allottee/s as advance payment (the payment and receipt whereof the Promoters/Developers doth hereby admit and acknowledge).
- n) Under Section 13 of the RERA, the Promoters/ Developers are required to execute a written agreement for sale of the said Premises with the Purchaser/s/ Allottee/s i.e. this Agreement, and are also required to register this

Agreement under the provisions of the Registration Act, 1908.

- o) In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters/Developers hereby agree to sell and the Purchaser/s/Allottee/s hereby agree to purchase and acquire, the said premises on the terms and conditions hereafter contained.

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

1. The Promoters/Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s of Phase 1 being Rehabilitation Building Wing A & B comprising of 3 Basements for Car Parking & Utilities + Ground to Seventy Floor Rehab Shops, 8<sup>th</sup> to 19<sup>th</sup> Floor for Rehab Residential and the Sale Building 'C' comprising 4 Basements for Car Parking and Utilities, Ground Floor Entrance Lobby, 1<sup>st</sup> to 15<sup>th</sup> for Podium Parking, 16<sup>th</sup> Floor to proposed 70<sup>th</sup> Floor for Rehab Residential and Sale, including amenity service and refuge floors as per the said plans, designs, and specifications seen and approved by the said Purchaser/s/Allottee/s, with such variations and modifications as the Promoters/Developers may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be acquired by the Purchaser/s/Allottee/s from the Promoters/Developers) is not altered, the Promoters/Developers shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building/s including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Purchaser/Allottee is fully aware that Building A & B are separate from the Building 'C' where the Purchasers premises are located and that the Purchaser shall not in any manner raise any objection to any revision of Plans and enhancement of floors etc. of the said Building No. A & B, the same

being separate buildings for Rehabilitation of Tenants where there would also be modification on account of the necessity for provision for rehousing further Tenants and Occupants of the property or providing statutory PAP tenements to the Concerned Authority. The Purchaser/s/Allottee/s is/are aware that the Promoters/Developers undertaking a phased development in the layout have presently obtained only a part sanction of the development project and the further sanction in respect of the further and balance FSI potential is pending and the plans will accordingly be amended from time to time including for dealing with and taking into account planning constraints. The Purchaser/s/Allottee/s hereby expressly approval to such amendments and variations as if the said variations had been incorporated in the approved plans and the approval hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 and the Section 14 of the Real Estate (Regulation and Development) Act, 2016 as may have been and may be notified from time to time. The Purchaser/s/Allottee/s agree/s to execute such further approval if and when required by the Promoters/Developers and/or the Planning Authority for recording the Purchaser/s/Allottee/s approval to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Purchaser/s/Allottee/s remains unchanged save and except to the extent of + or - 3% of the agreed area.

2. The Purchaser/s/Allottee/s hereby agree/s to purchase from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s/Allottee/s, one premises bearing Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. Rera carpet area on the \_\_\_\_\_ Floor of Wing C of the said building to be known as "The Empire Tower" along with \_\_\_\_\_ Mechanical/Podium car parking space/s of a size as mandated by the Planning Authority bearing No. \_\_\_\_\_ on Podium No. \_\_\_\_\_ as per approved plans as shown in the plan thereof, to be constructed on the property described in the First Schedule hereunder written (hereinafter referred to as "the said premises") for the aggregate price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including Rs. \_\_\_\_\_/- (Rupees

\_\_\_\_\_ NIL \_\_\_\_\_ Only) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the **SECOND SCHEDULE** hereunder written.

2.1 (ii) \*The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee, garage/covered car parking space at \_\_\_\_\_ level basement / podium / stilt / mechanical car parking unit bearing No. \_\_\_\_\_ Admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ feet length x \_\_\_\_\_ feet breadth x \_\_\_\_\_ feet vertical clearance for the consideration of Rs. \_\_\_\_\_/-.

Or

\*The allottee has required the promoter for allotment of an open car parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing no. \_\_\_\_\_ Admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ feet length x \_\_\_\_\_ feet breadth.

3. The Purchaser/s/Allottee/s hereby agree/s to pay to the Promoters/Developers, the amount of the purchase price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:

(a) (i) By paying Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as Earnest Money or Deposit before the execution of this Agreement; (10%)  
 (ii) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on execution of this Agreement; (20%)

(b) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on completion of plinth of the building in which the said premises are located; (15%)

(c) (i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to be paid in \_\_\_\_\_ equal installments i.e. of Rs. \_\_\_\_\_/- each, on casting of each of the presently sanctioned \_\_\_\_\_ slabs of the said building in which the said premises is situated within 7 days from the date of intimation about the casting; (25%)

(ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

to be paid within 7 days from the date of intimation about the completion of the brick work of the said premises and internal and external plastering; (5%)

(iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

to be paid within 7 days from the date of intimation about the completion of the flooring & plumbing work of the said premises; (5%)

(iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

to be paid within 7 days from the date of intimation about the completion of the electrical work of the of the said premises; (5%)

(v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

to be paid within 7 days from the date of intimation of completion of lift, water pump, entrance lobby etc.; (10%)

(c) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

being the balance purchase price, within 7 days from the date on which the Promoters/Developers gives to the Purchaser/s/Allottee/s, a written intimation that the said premises is ready for occupation irrespective as to whether the Purchaser/s/ Allottee/s takes possession thereof or not. (5%).

(d) The list of specification and amenities to be provided in the premises agreed to be purchased by the Purchaser/s/Allottee/s is described in the **THIRD SCHEDULE** hereunder written.

(e) The total price excludes G.S.T. and any other statutory dues, ceses or taxes as may levied in respect of intended sale and the Project. The time for each of the aforesaid payments as well as other payments to be made by the Purchaser/s/ Allottee/s to the Promoters/Developers shall be the essence of the contract, considering the rebate and

concessions granted by the Promoters/Developers while arriving at the purchase/sale price. The Promoters/Developers will forward to the Purchaser/s/Allottee/s the intimation of the Promoters/Developers having carried out the aforesaid work at the address given by the Purchaser/s/Allottee/s under this Agreement and the Purchaser/s/Allottee/s will be bound to pay the amount of installments within seven days of Promoters/Developers dispatching such intimation by Courier or Ordinary Post at the address of Purchaser/s/Allottee/s as given in these presents. The Promoters/Developers have represented that the installments paid by the Purchaser/s/Allottee/s shall be deposited in an account specified for the said project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder;

- (f) The Promoters/Developers have allowed a rebate for early payments of the installments payable by the Purchaser/s/Allottee/s by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters/Developers and the Purchaser/s/Allottee/s and accordingly the payments under 3(b) have been worked out by the Parties hereto. In view of the rebate and discount offered and granted to the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s has/have agreed to make timely payments of the installments, without prejudice to the rights of the Promoters/Developers to terminate the Agreement in terms of clause 6 hereof contained in the event of delay in payment installment.
- (g) The Purchaser/s/Allottee/s shall pay such escalation as may be levied by the Promoters/Developers in the event of levy of any premium, extra premium and/or development charges being levied by the Planning Authority. In the

event of the Purchaser/s/Allottee/s failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

(h) The Promoters/Developers shall confirm the final carpet area that has been allotted to the Purchaser/s/Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money if paid by Purchaser/s/Allottee/s within forty-five days with annual interest at the rate specified in the MahaRera Rules. If there is any increase in the carpet area allotted to Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s will on demand pay the excess money in respect of the extra area to the Promoters/Developers.

4. The Promoters/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 premises to the Purchaser/s/Allottee/s, obtain from the concerned local authority, Part/Occupation Certificate in respect of the said premises.

5. The Purchaser/s/Allottee/s has/have also prior hereto satisfied herself/himself/themselves of the F.S.I. available and presently consumed on account of phased development in the Project on the said land described in the Schedule hereunder written, being \_\_\_\_\_ sq. mtrs. pertaining to the present phase of construction and having inspected the sanctioned building plans referred to in the IOD and Commencement Certificate annexed hereto and the amendments

thereto. The Purchaser/s/Allottee/s are informed and are aware that the Promoters/Developers will be utilizing further FSI as would be available and sanctioned by the Planning Authority including in the form of TDR and integrated FSI from time to time under various provisions of the Development Control Rules as may be modified and amended from time to time and the Purchaser/s/Allottee/s aware of the same and as disclosed in the manner herein contained records that on account of the disclosures herein contained he/she/it/they have no grievance in respect thereof of any notice whatsoever.

6. The Purchaser/s/Allottee/s confirm/s that the installments payable by the Purchaser/s/Allottee/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser/s/Allottee/s to the Promoters/ Developers is the essence of the contract. If the Purchaser/s/Allottee/s delays or defaults in making payment of any of the installments or amounts, the Promoters/Developers shall be entitled to interest per annum at the rate as may be specified in terms of MahaRera Rules on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters/Developers without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser/s/Allottee/s committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoters/Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters/Developers after three defaults in payments of installments by the purchaser by giving the Purchaser/s/Allottee/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters/Developers intend to terminate the Agreement and if the Purchaser/s/Allottee/s continues the default in remedying such breach

or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Promoters/Developers the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Promoters/Developers shall refund to the Purchaser/s/Allottee/s the installments of the said price which the Purchaser/s/ Allottee/s may till then have paid to the Promoters/Developers less a sum of 10% of the total price of the Flat which amount shall stand forfeited being the agreed liquidated damages payable to the Promoter without the Promoters/Developers being liable to pay to the Purchaser/s/ Allottee/s any interest on the amount so refunded. Upon termination of this Agreement, the Promoters/Developers shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Promoters/Developers may desire and think fit in their absolute discretion and the Purchaser/s/Allottee/s shall have no right in that behalf. The Purchaser/s/Allottee/s agrees that the Promoters/Developers are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Purchaser/s/ Allottee/s further agrees that the Promoters/ Developers will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only 30 days after a duly registered Cancellation Deed is executed by the Purchasers/Allottee in respect of this Agreement. The Purchaser/s/Allottee/s after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Promoters/Developers have granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause 3 above.

7. (a) It is expressly agreed that the possession of the said premises will be handed over by the Promoters/Developers to the Purchaser/s/Allottee/s by 31<sup>st</sup> December, 2029 provided the Promoters/Developers have received the full purchase price of the said

premises and other amounts payable by the Purchaser/s/Allottee/s to the Promoters/Developers under these presents and provided the construction by the Promoters/Developers is not delayed.

- (b) War, civil commotion or act of God;
- (c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

b) If the Promoters/Developers are unable to give possession of the said premises by the dates stipulated hereinabove then the Promoters/Developers agree that they shall be liable on demand by the Purchaser/s/Allottee/s to refund to the Purchaser/s/Allottee/s the amounts already received by them in respect of the said premises with simple interest calculated at the rate which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2%, however not exceeding the rate of 9% per annum from the date of Promoters/Developers having received the sum till the dates the amounts and interest thereon is repaid by the Promoters/Developers to the Purchaser/s/Allottee/s. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove Purchaser/s/Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against Promoters/Developers or against the said premises or against the said property in any manner whatsoever and the Promoters/Developers shall be entitled to deal with and dispose off the said premises to any person or party as the Promoters/Developers may desire at their absolute discretion; That all the allottee expressly agrees that all the extension granted by RERA shall be accepted as an extended date of possession under this Agreement and the allottee will not be entitled to any relief u/s 18 of RERA Act.

8. a) The Purchaser/s/Allottee/s shall take possession of the premises within 7 days of the Promoters/Developers giving written notice to the Purchaser/s/Allottee/s intimating that the said premises are ready for use and occupation. Upon

the possession of the said premises being delivered to the Purchaser/s/Allottee/s, he/she shall be entitled to the use and occupation of the said premises. Upon the Purchaser/s/Allottee/s taking possession of the said premises he/she shall have no claim against the Promoters/Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Purchaser/s/Allottee/s against the Promoters/Developers shall be deemed to have been waived and/or given up by the Purchaser/s/Allottee/s. In the event of there being any structural defect in the Apartment or the building in which the Apartment are situated or any deficit in the workmanship arising within a period of five years from the date of Occupation Certificate, subject to the same not being a result of any repair, renovation or interior work carried out by the Purchaser/Allottee the Promoter/Developer will rectify the same at its cost.

- b) The promoter shall start the process to form the society within three months of the majority of the apartments/units being sold or within three months of the receipt of the occupation certificate whichever is earlier.
- c) The Promoter shall, start the process within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- d) The Promoter shall, start the process within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9. Commencing a week after notice is given by the Promoters/Developers to the Purchaser/s/Allottee/s that the premises are ready for use and occupation with the Planning Authority having issued Occupation Certificate/Part Occupation Certificate, the Purchaser/s/Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses

necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Promoters/Developers for the maintenance of the Gymnasium, Clubhouse, Sport facilities and Amenity and Common Areas. Until the Society is formed and the said land and building transferred to it, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined by the Promoters/Developers. The Purchaser/s/Allottee/s further agree that till the Purchaser/s/Allottee/s's share is so determined the Purchaser/s/Allottee/s shall pay to the Promoters/Developers provisional monthly contribution of Rs.\_\_\_\_\_/- per month towards the outgoings. The Purchaser/s/Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup>day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Purchaser/s/Allottee/s will deposit with the Promoters/Developers 24 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Purchaser/s/Allottee/s by the Promoters/Developers. The Purchaser/s/Allottee/s and/or their proposed Society will not require the Promoters/Developers to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Promoters/Developers. The Promoters/Developers will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

10. The Purchaser/s/Allottee/s agree and bind themselves on or before the delivery of the possession of the said premises, to pay to the Promoters/Developers the following amount:

- (a) Rs.15,000/- for legal charges;
- (b) Rs.601/- for share money, application entrance fees of the society;

- (c) Rs.10,000/- for formation and registration of the society;
- (d) Rs.\_\_\_\_\_/- being approximately 24 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill and FMC charges etc.;
- (e) The Purchaser/s/Allottee/s agree to pay to the Promoters/Developers , a sum of Rs.20,000/- on account and towards the amount of the expenses and deposit payable to the Municipal Corporation as Water Meter Deposit and Electricity supply company for the Electric Meter to be installed on the said Flat/Terrace or covered parking space of the Purchaser/s/Allottee/s.
- (f) Rs.\_\_\_\_\_/- towards the membership cost of Club House provided by the Developer.
- (g) Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as a building maintenance deposit which will be transferred by the Promoters/Developers to the Society at the time of entrusting management of the new building to the Society.
- (h) Proportionate contribution with other flat holders of the transfer premium/charge as levied by the Municipal Corporation of Greater Mumbai for the assignment of the said property to a Federation/Body of Societies of all Flat Holders in the property.

The Promoters/Developers shall utilize the sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) paid by the Purchaser/s/Allottee/s to the Promoters/Developers hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters/Developers in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The aforesaid deposit/payments shall not carry any interest. The Purchaser/s/Allottee/s shall not ask for any refund or any account of the said amounts from the Promoters/Developers. The amounts so

paid by the Purchaser/s/Allottee/s to the Promoters/Developers under (d), (e) & (g) herein shall not carry any interest and remain with the Promoters/Developers until a Deed of Conveyance or such other Assurance is executed in favour of the Society as aforesaid. The amounts paid under (f) above will stand appropriated absolutely by the Promoters/Developers without being required to account for the same in any manner whatsoever. Subject to the provisions of Section 6 of the MOFA Act, on such assurance being executed, the aforesaid deposit under (d), (e) & (g) (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Promoters/Developers to the Society. The Promoters/Developers confirms that the maintenance and outgoings to be paid by the Purchaser/s/ Allottee/s will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

11. (a) The Promoters/Developers hereby represents to the Purchaser/s/Allottee/s as follows:

- i) In terms of and as set out in the title report annexed to this agreement the Promoters/Developers title to the said property is certified as clear and marketable and the Promoters are well and sufficiently entitled to carry out development upon the said property and also has actual physical and legal possession of the said property.
- ii) The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;

- iii) That the Promoters/Developers have availed financial facilities from the \_\_\_\_\_ against security of the Saleable Component Area of the project, however the Promoters/ Developers will obtain prior to execution hereof NOC from the Financial Facility Provider for the sale and allotment of the said premises unto the Purchaser/Allottee. There are no encumbrances upon the said land save and except those as may be disclosed in the title report;  
**[CHECK]**
- iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the title report and on the Rera Website;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction 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 said land and said building/wing and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building Wing and common areas;
- vi) The Promoters/Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/Allottee/s created herein, may prejudicially be affected and/or the Promoter

has been restricted from entering into these presents;

- vii) The Promoters/Developers 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 said property and the said premises which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;
- viii) The Promoters/Developers have 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 the offering of possession of the new premises to the Purchaser/s/Allottee/s;
- ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters/Developers in respect of the said property except those disclosed in the title report.
- x) The Development of the said property envisages a layout development in phases with the Promoters/Developers having acquired or proposing to acquire contiguous properties bearing C.S. No.1199, 3/1191, 1152 and 2/1189. The Promoters/Developers are developing Phase 1 of the said property by the construction of \_\_\_\_\_ Building Wings with the Wings A and B tentatively comprising

of 3 Basements for Car Parking & Utilities + Ground to Seventh Floor Rehab Shops, 8<sup>th</sup> to 19<sup>th</sup> Floor for Rehab Residential, including service floor and Building C tentatively comprising of 4 Basements for Car Parking and Utilities, Ground Floor Entrance Lobby, 1<sup>st</sup> to 15<sup>th</sup> for Podium Parking as well as for rehabilitation of commercial Sheetal Estate Tenants, 16<sup>th</sup> Floor to 70<sup>th</sup> Floor for Rehab Residential and Sale, including amenity, service and refuge floors. The Promoters/Developers would be commencing construction of Phase II on acquisition of the contiguous properties being C.S. No.1199, 3/1191, 1152 and 2/1189 and on receiving the requisite approvals and sanctions from the Planning Authority.

xi) A portion of the said property admeasuring 55.22 sq. mtrs. falls within road set back and the project RG to be provided by the Promoters admeasuring an area of 444.76 sq. mtrs. is shown as scattered over the entire property and which R.G. Area shall be solely maintained by the Purchasers of the Sale Wing A and B of Monopoli;

**[CHECK]**

xii) The Purchaser/Allottee is put to notice that the Rehab Residential and Sale Building Wings C as well as Rehab Building Wings 'A' and 'B' being the Rehabilitation Wings would avail access from Maulana Shaukat Ali Road, however through separate entrances as shown marked on the Plan hereto annexed with neither being entitled to utilize the other's exclusive entrance.

**[CHECK]**

(xiii) The Purchaser/Allottee is put to notice that the Ramp leading into the Parking Podiums and basements of B and C Wings is a Common Ramp turning towards 'B'

Wing as well as towards 'C' Wing. Besides the said Common Ramp the basement under Building Wing 'C' is connected to the Basement under Building Wing 'B' and the access thereto is thru the basements under 'C' Wing. Accordingly, the commercial Occupants of B Wing would avail of to and fro access from the basements located below 'B' Wing into the 'C' Wing Basements and that the Purchaser/Allottee shall not in any manner obstruct the access of the Commercial Occupants of 'B' Wing to the 'B' Wing Basements through the interconnected 'C' Wing Basements and any attempt to obstruct or hinder any such access will be treated as a serious breach of this Agreement resulting in termination thereof.

12. The Purchaser/s/Allottee/s hereby covenants with the Promoters/Developers that:

- a. He/she/they shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence in the case of Residential Premises and commercial in the case of a Commercial Premises. He/she/they shall not use the podium/ stilt parking space if allotted to the Purchaser/s/Allottee/s as an extra amenity for the purposes other than for keeping or parking the Purchaser/s/Allottee/s's own motor car. He/she/they/it is fully aware that the parking if allotted to the Purchaser/s/Allottee/s will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Flat Purchasers and the Purchaser/s/ Allottee/s agrees to abide with the same. The Purchaser is aware that the Terrace on the 66<sup>th</sup> Floor forms part of the Triplex flat on the 64<sup>th</sup>, 65<sup>th</sup> and 66<sup>th</sup> floor and the Purchaser shall not in any manner seek to disturb the occupation user and ownership of the said terrace areas,

(which form part of the said Triplex flats) by the Purchaser of the said Triplex flats.

- b. He/she/they shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Purchaser/s/Allottee/s shall be liable for the consequences of breach of this clause.
- c. He/she/they shall from the date of possession, maintain the said premises at his/her/their own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, or local bodies or any other authority nor shall the Purchaser/s/Allottee/s change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. He/she/they shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Promoters/Developers as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on my/our part of the Purchaser/s/Allottee/s.
- d. He/she/they shall permit the Promoters/ Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the He/she/they shall make good within three months, of the giving of a notice,

all defects, decays and wants of repairs of which such notice in writing shall be given by the Promoters/ Developers to the Purchaser/s/Allottee/s. He/she/they shall also permit the Promoters/Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

- e. He/she/they shall permit the Promoters/ Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
- f. He/she/they hereby covenant, agree and undertake to sign such approval letters and other papers as may be required by the Promoters/Developers from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;
- g. He/she/they shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Promoters/Developers and/or the society may require for safeguarding the interest of the Promoters/Developers and/or the Purchaser/s/ Allottee/ss and the other purchasers of the said premises in the said building.

- h. He/she/they hereby agree and bind himself/herself/themselves to pay to the Promoters/Developers or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Gymnasium, Clubhouse, Sport facility Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Promoters/Developers and the same shall be paid by all the Purchaser of the flats.
- i. He/she/they hereby agrees and binds himself/herself/themselves to pay to the Promoters/ Developers or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Promoters/Developers and the same shall be borne and paid by all the Purchasers of the flats in proportion to the area of respective flats. He/she/they agrees to pay to the Promoters/Developers within 7 days on demand his/her/their Share of such deposit;
- j. He/she/they also agrees to pay to the Promoters/ Developers his/her/their share of the Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said property and/or buildings along with all the purchasers of flats in the Building in proportion to the floor area of their respective premises.
- k. He/she/they agrees that any default in making payment of the amounts as mentioned hereinabove will be deemed to be a default and breach of this Agreement on his/her/their part and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents. He/she/they agree that the Promoters/Developers are

authorized to appropriate all payments made by the Flat Holder/Purchaser under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may at its sole discretion deem fit and the Flat Holder/Purchaser agrees not to object to any such adjustment or appropriation.

- I. He/she/they agree, accept and acknowledge that he/she/they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. Further, he/she/they shall only cover the windows with safety grills in the manner, specification and design as suggested by the Promoters/Developers and as per the sample already placed on the site. He/she/they will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.
- m. He/she/they shall at his/her/their own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to him/her/them and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and he/she/they shall

be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.

- n. He/she/they shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. He/she/they shall not decorate the exterior of his/her/their flat otherwise than in the manner agreed to with the Promoters/Developers or in the manner as far as may be in which the same was previously decorated.
- o. He/she/they shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.
- p. He/she/they is/are also aware that the Promoters/Developers have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the podium, parking floor areas shown in the plan hereto. Such exclusive rights which has already been given or are to be given have been shared with him/her/them and he/she/they herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by

circular resolution. These exclusive rights to park vehicles/car as afore stated are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by him/her/them otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee's premises. He/she/they agree/s and undertake/s to support any further exclusive rights to park that may be created by the Promoters/Developers herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Agreement shall be treated as an approval to the Promoters/Developers granting such exclusive rights to flat purchasers. Agreed further that the approval given herein shall be treated as an affirmative vote of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

q. He/she/they shall and will from time to time and at all times hereafter abide by, observe, perform and carry out and comply with all the terms and conditions contained in the said permissions, IOD, NOC etc. and the terms and conditions and obligations to be performed and compiled with by him/her/them under these presents and that the conditions that may be imposed hereinafter by the Government of Maharashtra, M.C.G.M., M.B.R.R.B., MHADA, MMRDA or any other Public Authority and shall not

do any act or commit any breach which may prejudicially or adversely affect the same.

- r. He/she/they hereby further covenant/s, agree/s and undertake/s to the Promoters/Developers that the he/she/they shall not claim any compensation from any Competent Authority or from the Promoters/ Developers herein/their nominees in respect of inadequate open space all around the project. He/she/they are fully aware and hereby confirm that he/she/they shall not object to the concessions availed by the Promoters/Developers for deficiency in the open space.
- s. He/she/they is/are fully aware that an Electric Sub-Station is being provided for ensuring Electric Supply to all the Buildings in the different phases of development and he/she/they agrees to pay his/her/their proportionate share of the cost of provision of the Electric Sub-Station as and when described by the Promoter/Developer.
- t. He/she/they agrees not to transfer, assign, or part with his/her/their interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written approval of the Promoters/Developers.
- u. He/she/they and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters/Developers and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Promoters/Developers and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.
- v. He/she/they and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession

of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. He/she/they and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

w. He/she/they shall be responsible for and indemnify and keep indemnified, the Promoters/ Developers of from and against all damages, actions, claims, demands, costs, charges, expenses and penalty, prosecutions, proceedings, relating to the said Premises or any part of the said building or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by him/her/them and shall also indemnify and keep indemnified, the Promoters/ Developers from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoters/Developers as a result of any act, omission or negligence of the Purchaser/s/Allottee/s or the servants, agents, licensees, invitees or visitors of the Purchaser/s/Allottee/s and/or any breach or non-observance by the Purchaser/s/Allottee/s of the

Purchaser/s/Allottee/s' covenants and/or any of the terms and conditions of this Agreement which are to be observed and performed by the Purchaser/s/Allottee/s.

- x. He/she/they hereby covenant/s that from the date of possession he/she/they shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her/them in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
- y. The Purchaser/Allottee agrees, confirms and records that the Purchasers has been informed and put to notice that the Promoters/Developers would be acquiring adjoining contiguous properties bearing C.S. No.1199, 3/1191, 1A/1191, 1152 and 2/1189 of Girgaum Division and developing the same as the further phase of development on obtaining requisite approvals at the Purchasers/Allottees does hereby irrevocably approval to the same and agrees to execute from time to time such other writings that the Promoters/Developers may require in regard to further phases of development disclosed by the Developers to the Purchasers.
- z. The Purchaser/Allottee agrees and confirms that the Purchaser/Allottee nor the Association/Society of Flat Holders of Wing 'C' will in any manner hinder, obstruct or prevent the access of the Commercial Occupants of Wing 'B' to the basements under Wing 'B' through the basements of Wing 'C' in view of the access to the basement under Wing 'B' being connected through the

basements under Wing 'C'. The Purchaser/Allottee further agrees and confirms that the Purchaser/Allottee shall not avail of any entry or access into the Parking Podiums of Wing B nor the basements of Wing 'B' and shall not park his/her/their vehicle therein, even temporarily in any part of Wing 'B' being fully aware that the parkings in the Podiums of Wing B and basements below Wing 'B' are exclusively reserved for the Commercial Occupants/Premises Holders of Wing 'B' and their guests.

13. The Purchaser/s/Allottee/s have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Promoters/Developers to the said land described in the First Schedule hereunder written, including by perusal of the documents annexed hereto and the disclosures on the Rera Website and have absolutely accepted the same.

14. The Purchaser/Allottee agrees that the Promoters/Developers shall be at liberty to sell, assign, transfer, convey or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same in its entirety or mortgage only part of the apartments/flats/shops/premises in the said building/property in its entirety or mortgage only part of the apartments/flats/shops/premises in the said building/property provided it does not in any way affect or prejudice the area of the Purchaser/s/Allottee/s in respect of the said premises and provided the mortgage if averted is released to the extent of the Purchaser/s/Allottee/s's premises at the time of handing over possession thereof. The Promoters/Developers shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Purchaser/s/Allottee/s.

15. It is clearly agreed by and between the parties hereto that the 64<sup>th</sup>, 65<sup>th</sup> and 66<sup>th</sup> Floor flats comprise Triplex Flats with part of the 66<sup>th</sup> floor being Terrace area and which forms a part of the Triplex flats with an internal access only through the said Flats and none of the Flat

Holders in the Building C shall be entitled to avail any part of the Terrace which form a part of the Triplex flats on the 64<sup>th</sup> to 66<sup>th</sup> floor.

IT IS ALSO ACCORDINGLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building "The Empire Tower" shall belong exclusively to such Purchaser/s/ Allottee/s and such terrace spaces are intended for the exclusive use of the said terrace Purchaser/s/Allottee/s.

16. The Purchaser/s/Allottee/s shall permit the Promoters/ Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.

17. The Promoters/Developers shall have first lien and charge on the said premises agreed to be acquired by the Purchaser/s/ Allottee/s in respect of any amount payable by the Purchaser/s/Allottee/s under the terms and conditions of this Agreement.

18. The development of the Project being a Phased development if at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Promoters/Developers become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Promoters/Developers become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Promoters/ Developers shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Purchaser/s/Allottee/ss thereof even if the conveyance/lease has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have

right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Promoters/Developers of other premises in the said building and/or on the said property.

19. The BEST, Reliance Energy or TATA Power Limited or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Purchaser/s/Allottee/s herein in proportion with the area of their respective premises.

20. The Promoters/Developers or any person or persons nominated by the Promoters/Developers or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up extra structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Promoters/Developers or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser/s/Allottee/s hereby approval to the same. The Promoters/Developers and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Promoters/Developers and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Purchaser/s/Allottee/s in the said building shall be subject to the aforesaid rights of the Promoters/Developers or their nominee or nominees or assignees and the Purchaser/s/Allottee/s shall not be entitled to raise any objection or to any reduction in the price of the flat/garages agreed to be acquired by him/her/them/itself and/or compensation or damages on

the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Promoters/Developers shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Purchaser/s/Allottee/ss or the Society, shall be entitled to charge the Promoters/Developers and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

21. (i) The Promoters/Developers hereby declare that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Promoters/Developers proposing to avail of any extra FSI in the form of TDR, Road Width FSI, integrated FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, prior to the issue of Occupation Certificate of the last Buildng Wing in the layout, the Promoters/Developers alone shall be entitled to utilize such extra floor space index by constructing extra floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The Purchaser/s agree/s and undertake/s to permit and give the Promoters/Developers all facilities for making any extra, alterations or to put up any extra structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilized by the Promoters/Developers on the said property. The Purchaser/s/Allottee/s will not be entitled to any rebate

and/or charge for alteration and extra made in the said Building.

ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

a) The Promoters/Developers are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.

b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, extra and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoters/Developers and neither the Purchaser/s/Allottee/s herein, nor the Organization of Purchaser/s/Allottee/ss shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

c) The Promoters/Developers, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and extra

structures and floors thereon, and/or otherwise howsoever, as the Promoters/Developers may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of extra floor/s, the Promoters/Developers shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such extra floors and/ or extension or such other place/s as the Promoters/Developers may deem fit and proper. In the event of separate Buildings to be constructed in the property the Promoters/Developers shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Purchaser/s/Allottee/s do/does hereby irrevocably authorize the Promoters/Developers in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Promoters/Developers to consume the extra FSI/TDR on the said property.

d) All such new and extra tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters/Developers , and neither the Purchaser/s/Allottee/s herein, nor the Common Organization of Purchaser/s/Allottee/ss shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters/ Developers shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the

Purchaser/s/Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s/Allottee/s hereby grants his/her/their approval to the same;

- e) The Common Organization of Purchaser/s/Allottee/s shall admit as its members all Purchaser/s's of such new and extra units/premises/ tenements whenever constructed on the said building.
- f) The Promoters/Developers shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Promoters/Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Promoters/Developers may desire or deem fit.

22. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Promoters/Developers;

(b) Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever into or over the said buildings or Development land or any part thereof or any part of the said property and such conferment shall take place only on the execution of the Deed of Conveyance hereinafter mentioned in favor of the co-operative Society

of the Purchaser/s/Allottee/s of different flats/garages/parking spaces in the building as hereinafter stated;

(c) The parking space if reserved for the Purchaser/s/Allottee/s will be subject to the rules and regulations as may be framed by the Co-operative Society of Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Purchaser/s/Allottee/s.

(d) The Purchaser/s/Allottee/s is/are also aware that the Promoters/Developers have already allotted to some other Purchaser/s as and by way of an extra amenity the exclusive right to park vehicles / cars in the podium, parking floor areas shown in the plan hereto. Such exclusive rights which has already been given or are to be given have been shared with the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles/car as afore stated are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Purchaser/s/Allottee/s otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee's premises. The Purchaser/s/Allottee/s

agree/s and undertake/s to support any further exclusive rights to park that may be created by the Promoters/Developers herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Agreement shall be treated as an approval to the Promoters/Developers granting such exclusive rights to flat purchasers. Agreed further that the approval given herein shall be treated as an affirmative vote of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

23. (a) The Purchaser/s/Allottee/s is/are aware that the Federation of Societies to be formed by Purchaser/s/Allottee/s of premises in the said project will be handed over the following documents:

- a) Ownership documents
- b) Copies of IOD, C.C., O.C.C. and corresponding canvas mounted plans.
- c) RCC details and structural drawings.
- d) NOC and Completion Certificate issued by the C.F.O.

(c) The Federation/Society/Purchaser/s/Allottee/s shall preserve and maintain the aforesaid documents/plans and shall also preserve and maintain the subsequent periodical Structural Audit Reports and repair history and shall check and carry out Fire Safety Audit from time to time as per the requirement of C.F.O. through authorized agencies of

M.C.G.M. and shall also carry out necessary repairs/structural audits/fire audits at regular intervals.

(d) In the event of any Originals of the aforestated documents relating to title to the said property being over to any of the Societies of A, B and C Buildings or if any other buildings constructed in the amalgamated properties, the same will be held by the said Society for the benefit of all the Societies in the said property, the title deeds being common to all the buildings to be constructed in all Phases of development.

24. (a) The Purchaser/s/Allottee/s hereby agree/s and undertake/s to become and be a member of the Co- operative Society or Association of Flat Holders of Building 'C' to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Promoters/Developers to the Purchaser/s/Allottee/s and no objection shall be taken by the Purchaser/s/Allottee/s, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Promoters/Developers. The Purchaser/s/Allottee/s shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters/Developers and/or the other Purchaser/s/ Allottee/s of the said other premises in the said Building or in the said compound;

(b) No objection shall be taken by the Purchaser/s/Allottee/s, if any changes or modifications are made in the draft bye-

laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;

- (c) That the Society shall always be known as "THE EMPIRE TOWER CO-OPERATIVE HOUSING SOCIETY" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Promoters/Developers and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters/Developers;

25. The Purchaser/s/Allottee/s are fully aware and covenant/s with the Promoters/Developers that:

- a) He/She/They is/are aware the building under construction is deficient in open spaces and MCGM will not be held liable for the same in future.
- b) The Purchaser/s/Allottee/s will not object to the neighborhood development with deficient open space in future.
- c) The Purchaser/s/Allottee/s will not hold MCGM liable for failure of mechanical parking system/car lifts if provided in future and will themselves ensure proper maintenance of the same.
- d) That the dry and wet waste garbage shall be separated and shall be treated in accordance with the rules and regulations of the Municipal Corporation of Greater Mumbai.
- e) That the Sewage Treatment Plant (STP) being provided in the property and tentatively to be located below Venu Apartments shall be maintained and repaired by the Association of Flat Purchasers of the Sale Building being Monopoli Wing A and B.

26. The Purchaser/s/Allottee/s along with the other Purchaser/s/ Allottee/ss who take or have taken the other premises in the said building being constructed by the Promoters/Developers in the said property shall become member of a Co-operative Society to be incorporated or formed by the Promoters/ Developers as the case may be and on the Deed of Assignment of Conveyance and/or Lease or such other Assurance being executed in respect of the said property, the rights of the said Purchaser/s/Allottee/s will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society alongwith the other Societies as may be formed in respect of different buildings in the property and amalgamated property, but subject to the terms of this Agreement. The Purchaser/s/ Allottee/s is/are aware that once more than 51% of Flat/premises in the Wings A and B are sold and the entire consideration in respect thereof received by the Promoters/Developers, the Purchaser/s/Allottee/s will be required to subscribe to the Society and/or such other Association of Purchaser/s/Allottee/s of Wings A and B as may be proposed to be formed and for the said purpose will fully co-operate with the Promoters/Developers and execute all forms, declarations, applications and documents as may be required in the matter, so that the Society is formed within three months thereof.

27. On the completion of the said building and other structure and the entire Development of the said property described in the First Schedule hereunder written including all remaining Wings to be constructed including those of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Promoters/Developers of the full payment of all the amounts due to them by all the Purchaser/s/Allottee/ss of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of the last of the Buildings in the layout, the Purchaser/s/Allottee/ss shall co-operate with the Promoters/ Developers in forming and registering a Co-operative Housing Society of Wings A and B, (in the event of such Society or Association, not till then having been formed) the rights of

members of such Co-operative Society being subject to the rights of the Promoters/Developers under this Agreement and the Deed of Conveyance and / or Lease such other Assurance in respect of the said property and as may be decided by the Promoters/Developers to be executed in pursuance thereof. When the Co-operative Societies of all Wings are registered and all the amounts due and payable to the Promoters/Developers are paid in full as aforesaid and the development of the said property is completed in all respects including the issue of the Building Completion Certificate of the last building to be constructed in the layout, the Promoters/Developers shall within three months thereafter execute a Deed of Conveyance and / or a Lease and other necessary assurances of the said buildings with land appurtenant thereto being the said property described in the First Schedule hereunder written as well as adjoining amalgamated properties in favor of the said Co-operative Societies or a Federation of the Co-operative Societies of the different constructed buildings it being agreed that such Deed of Conveyance and/or a Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement and the rules and regulations and policies as may be framed by the Municipal Corporation of Greater Mumbai and subject to the Orders as may be ultimately passed by Courts relating to the terms of the Lease. The Promoters/Developers shall alone decide whether Deed of Conveyance or Lease or such other Assurance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the separate Co-operative Societies and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Purchaser/s/Allottee/ss and members of the Ultimate Body or Organization.

28. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoters/Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s of the premises shall be subject to the overall authority and control of the

Promoters/Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Promoters/Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Promoters/Developers of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Promoters/Developers as members. The Society shall also not be entitled to seek any contribution from the Promoters/Developers towards maintenance charges in respect of the unsold Flat and premises in the event of the Promoters/Developers handing over management of the Building to the Society prior to sale of all the premises.

29. (a) The Stamp Duty, Registration Charges, Statutory Dues and levies and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Purchaser/s/Allottee/s alone and this Agreement shall be lodged for Registration by the Purchaser/s/Allottee/s within the time prescribed under law and the Promoters/Developers will attend the Sub-Registry Office and admit the execution thereof after the Purchaser/s/Allottee/s informs them the date and Serial Number under which it is lodged for registration. If the Purchaser/s/Allottee/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Promoters/Developers shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Purchaser/s/Allottee/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Conveyance and / or of Lease as the case may be;

(b) The Purchaser/s/Allottee/s hereby agree to pay on demand the Purchaser/s/Allottee/s Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Deed of Conveyance and / or Lease or any other document or instrument of transfer in respect of the said Real Estate Project land and buildings to be executed in favor of the Society.

30. In the event of the Society of Purchaser/s/Allottee/s being formed and registered before the Sale and disposal by the Promoters/Developers all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Promoters/Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters/Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Promoters/Developers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

31. All letters, receipts and/or notices issued by the Promoters/Developers dispatched under Certificate of Posting to the address known to them of the Purchaser/s/Allottee/s shall be sufficient proof of the receipt of the same by the Purchaser/s/Allottee/s and shall completely and effectually discharge the Promoters/Developers. In the event of Joint Purchaser/s/Allottee/s or Purchasers the communication addressed to the Purchaser/s/ Allottee/s/Purchaser whose name appears first shall for all intents and purposes be considered as properly sent to the Purchaser/s/Allottee/s.

32. The Agreement shall always be subject to the provisions contained the Real Estate (Regulation and Development Act, 2016), the Maharashtra Real Estate Rules 2017 or any modification, amendments or re-enactments thereof for the time being in force any other provisions of laws applicable thereto.

33. This Agreement (including its Recitals and all Annexures annexed to this Agreement), along-with its schedules, 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, application, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be, whether by the Promoters/Developers, any agent, employee or representative of the Promoters/Developers, or any other person, including without limitation, arising out of any marketing material (including sales brochures, illustrative models/representation, websites, etc.).

34. The Promoters/Developers shall be entitled to alter/change the terms and conditions of the Agreement relating to the unsold units/premises/apartments/flats/parkings in the said building of which the aforesaid Premises form part of and the Purchaser/s/Allottee/s shall have no objection and hereby approval to the same.

35. Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Purchaser/s/Allottee/s by the Promoters/Developers shall not be construed as waiver on the part of the Promoters/Developers of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Purchaser/s/ Allottee/s nor shall the same in any manner prejudice the rights of the Promoters/Developers.

36. (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including tax/charges/

G.S.T. etc. shall be payable by the Purchaser/s/Allottee/s along with payment of each installment and/or on demand and the Promoters/Developers shall not be held liable or responsible in respect of non-payment thereof. In the event of onus and responsibility being cast upon the Promoters/Developers to pay any such tax or charge or G.S.T including as may be levied on the labour charges it shall be the obligation of the Purchaser/s/Allottee/s to pay the same to the Promoters/Developers who shall thereafter pay the same to the Concerned Authority. The Purchaser/s/ Allottee/s shall forthwith on demand pay to the Promoters/Developers the amounts payable by the Purchaser/s/Allottee/s in Order to enable the Promoters/ Developers to pay the same to the Concerned Authorities and any other or further amounts payable by the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters/Developers). Failure to pay to the Promoters/Developers the Tax/charges/GST applicable shall be deemed to be a default in payment of amount due under this Agreement. The Purchaser/s/ Allottee/s hereby indemnifies and agrees to keep the Promoters/Developers indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoters/Developers on account of the Purchaser/s/ Allottee/s failing to pay to the Promoters/ Developers on demand the amount payable by the Purchaser/s/Allottee/s towards the said taxes as provided hereinabove.

- (ii) In the event of the Purchaser/s/Allottee/s being required to deduct any TDS in respect of the payment of the Purchase consideration under this Agreement under the Income Tax Provisions as may be applicable, the Purchaser/s/Allottee/s on deduction will promptly pay the

same in the Income Tax Treasury and will within 15 days there from furnish to the Promoters/Developers the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

37. All prevailing costs, charges and expenses including stamp duty, registration Charges, statutory dues and levies relating of this agreement shall be borne and paid by the Purchaser/s/Allottee/s alone. The Purchaser/s/ Allottee/s is/are an Investor's as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Purchaser/s/Allottee/s as an Investor will be entitled to adjust the stamp duty as provided in the said article.

38. The Purchaser/s/Allottee/s hereby declare that he/she/it they has/have gone through along with his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Promoters/Developers after being fully satisfied with the contents has entered into this agreement.

39. All the disputes between the parties hereto shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

40. Court in Mumbai shall have exclusive Jurisdiction.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**  
**(Description of the property)**

**FIRSTLY:**

ALL THAT piece or parcel of land or ground of the Foras Freehold tenure (now redeemed) together with the messuages tenements or

dwelling houses standing thereon situate lying and being on the south side of Grant Road, without the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement according to old title deed 1892. 12 square yards or thereabouts and according to actual admeasurement 2026 square yards equivalent to 1730.78 sq. mtrs. and registered to the books of the Collector of land Revenue under Collector's New Nos. A/13698 and A1/13698 and Laughtons Survey No. part of A/2363 and IA/7368 and Cadastral Survey No.1191, 1/1191, 2/1191 and 4/1191 of Girgaum Division and bounded as follows: that is to say on or towards the East by the property formerly belonging to Dr. Eruchshaw Jamshedji Hakim but belonging to Mohanlal N. Mehta and others, on or towards the West partly by the joint passage appertaining to this property and partly by the passage belonging to the heirs of Koorban Hoosein Mahomedally and Abdul Tyed Miyajiwala and others and beyond that by the property of the said Abdul Tyed Miyajiwala on or towards the North by the aforesaid Grant Road and on or towards the South by the property formerly belonging to the heirs of Koorban Hoosein Mahomedally but now belonging to Bai Rubabbai Koorban Hoosein and which said premises are assessed by the Collector of Municipal Rates and Taxes under Ward 8(D), Ward Nos.2428 (1a) and 2433(1) and Street Nos.433 and 452, 443A and 443B Grant Road.

### **SECONDLY:**

ALL THAT piece or parcel of land or ground of the Foras land (together with the messuages tenements or buildings standing thereon) situate at and fronting Grant Road without the Fort of Bombay and in the Registration Sub-District of Bombay containing by admeasurement 2320 square yards, i.e. 1959.822 square metres **[NOTE:- AREA to be CHECKED]** and bearing Collector's Old Nos.182 and 183 New No.A1/13698, Old Survey No.185 (wrongly stated in the former title deeds 1185) New Survey Nos.1A/7368 and part of 3A/7368 (wrongly stated informer title deeds to be A/7568 and 3A/7368) and 4A/7368 and Cadastral Survey No.1192, 1193, 1194, 1195 of Girgaum Division alongwith Cadastral Survey No.1/1191, 1A/1191, 1A1/1191 and

4/1191 and bounded on the East partly by the property Secondly and partly by the property thirdly hereinafter described and partly by the property of Rabiabai Kurban Hussein, Vazirabee Kurbanhussein and Shaikh Hassan Abdulally Mahomedally and partly by the property of the said Shaik Hassan Abdulally Mohamedally, on the South by the property of Naraian Anand Shivaji Desai Topiwala, on the West by the properties bearing Cadastral Survey Nos.1196, 1199, 1200, 1201, 1202 and 1203 of Girgaum Division and on the North by the said Grant Road and the Buildings whereof are assessed by the Assessor and Collector of Municipal Rates and Taxes underD-Ward Nos.2428 (2), 2430 Street Nos.449 to 457, 2429 Street Nos.443F, 2431, Street No.443E and Ward No.2432(1) and Street Nos.443C and 443D.

**THIRDLY:**

ALL that piece or parcel of land or ground with the messuage, tenement or dwelling house standing thereon situate lying and being on the Southern Side of Grant Road in the Registration Sub-District of Bombay containing by admeasurement 627 sq. yards or 524.25 square meters or thereabouts as per the Property Register Card and registered in the Books of the Collector of Land Revenue under the New Survey No.1/7368 and bearing Cadastral Survey No.3A/1191 and 1A1/1191 of Girgaum Division and assessed by the Assessor and Collector of Municipal rates and taxes under 'D' Ward No.2433(3) Street No.443-IE and 'D' Ward No.2433(3A) Street No.443-I bounded as follows that it to say:

On or towards the East	:	by the property of Dr. Ardesir Eruchshaw J. Hakim;
On or towards the West	:	by the common passage and beyond that by the property of Abdul Tayeb Miyaji and others;
On or towards the North	:	by the property of Rubabai Kurbanhusein Desai Topiwalla; and
On or towards the South	:	by the property of Narayan Anant Shivajee Desai Topiwalla.

**FOURTHLY:**

ALL that piece or parcel of plot of land with fully tenanted buildings and structured thereon situate at Maulana Shaukat Ali Road, (Grant Road) admeasuring area 2,406.64 sq. yards equivalent to 2011.76 sq. mtrs. or thereabouts and registered in the books of the Collector of Land Revenue under [Old Nos.182, 11 and 11 New Nos.13488] [Old Nos.185 and 183 New Survey Nos.2/7368, 1A/7369] and bearing Cadastral Survey No.1190 of Girgaum Division, in the books of the Collector of Municipal Rates and Taxes under D-Ward Nos.2421-22 and Street No.417, D-Ward 2423 [1-2-2A] Street No.3, 3A, 3AB, D-Ward No.2423[3] Street No.3B, D-Ward No.2423[4] and 2424 Street No.3C, D-Ward No.2425 Street No.419, D-Ward No.2426[1] Street Nos.421-423-425, D-Ward No.2426[2] Street No.427, D-Ward No.2427 Street No.429-431-433 in the Registration District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the East : by property of Vithaldas Gopaldas & another;

On or towards the West : by the property of Vijay Bhagtani;

On or towards the North : by Maulana Shaukat Ali Road (Grant Road); and

On or towards the South : by the property of Anant Shivaji Desai Topiwala also popularly known as Doctor Eruchshaw Akim Market.

### **THE SECOND SCHEDULE ABOVE REFERRED TO:**

#### **(Common and Limited Common Areas)**

##### **Second Schedule Above Referred to**

Here set out the nature, extent and description of common areas and facilities.

#### **A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:**

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
1	Entrance Lobby	31.12.2029	31.12.2029	91.20 Sq. Mtrs
2	Lift Lobby	31.12.2029	31.12.2029	57.16 Sq. Mtrs

**B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED  
WITHIN THE BUILDING INCLUDING IN THE COMMON AREA  
OF THE BUILDING:**

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZOR FREE OF FS
1	Fitness Center	Phase 1	31.12.2029	31.12.2029	1727.58	1727.58	Free FSI
2	Infinity Pool	Phase 1	31.12.2029	31.12.2029	133.56	133.56	FSI

**C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED  
WITHIN THE LAYOUT AND/OR COMMON AREA OF THE  
LAYOUT:**

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZOR FREE OF FS
1	RG	Phase 1	31.12.2029	31.12.2029	444.76	444.76	Free FSI

**D) THE SIZE AND THE LOCATION OF THE FACILITIES /  
AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.)  
PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR  
WITHIN THE LAYOUT.**

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION
1	PG	Phase 1	1077.21	31.12.2029	31.12.2029

**E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:**

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
1	Passenger	9	12	5
2	Service	2	10	5

3	Fire Evacuation	1	8	5
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At 'A': to provide the details of the common areas provided for the project.

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

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

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

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

Housiey.com

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first hereinabove written.

SIGNED AND DELIVERED )  
 by the within named )  
**"PROMOTERS/DEVELOPERS"** )  
**SAMAK CONSTRUCTIONS PVT. LTD.** )  
 Through its authorized Signatory )  
**MR. \_\_\_\_\_** )  
 in the presence of ..... )  
 1.  
 2

SIGNED AND DELIVERED )  
 by the withinnamed )  
**"PURCHASER/S/ALLOTTEE/S"** )  
**(1) \_\_\_\_\_** )  
 in the presence of ... )  
 1.  
 2.

Received of and from the withinnamed )  
 Purchaser/s/Allottee/s a sum of Rs.\_\_\_\_/- )  
 (Rupees \_\_\_\_\_ Only) )  
 as within stipulated by )  
 (1) Cheque No.\_\_\_\_\_ dated \_\_\_\_ )  
 for Rs.\_\_\_\_\_/- on \_\_\_\_\_ )  
 Bank. ) .. **Rs.\_\_\_\_\_/-**

We say received,

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**Promotes/Developers**

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DATED THIS DAY OF \_\_\_\_\_, 202\_\_\_\_

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**BETWEEN****SAMAK CONSTRUCTIONS PVT. LTD.****.. THE PROMOTERS/  
DEVELOPERS****AND****.. THE PURCHASER/S/  
ALLOTTEE/S****AGREEMENT FOR SALE:**

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