

AGREEMENT FOR SALE

This Agreement made at Mumbai this [●] day of [●] in the year Two Thousand and [●] between **HGP COMMUNITY PVT. LTD.**, a Company registered under the Companies Act, 2013 and having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai – 400021, having PAN No. **AADCH8389P**, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include, its successors and assigns) of the **ONE PART**

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AND

Mr./Mrs./Miss/M/s. \_\_\_\_\_

\_\_\_\_\_, having

PAN No. \_\_\_\_\_, hereinafter referred to as

"THE ALLOTTEE/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in the case of individual, his/her/their respective heirs, executors, administrators and permitted assigns, in the case of partnership firm, the partner or partners for the time being of the Firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and in the case of Company/LLP, its successors in interest and permitted assigns) of the **OTHER PART**.

**WHEREAS :**

- (i) Shri. Viren J. Shah and other (hereinafter referred to as "**the Original Owners**"), were seized and possessed of or otherwise well and sufficiently entitled *inter alia* to pieces or parcels of lands or ground situated, lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District at Mumbai City and Mumbai Suburban and more particularly described **Firstly** in the **First Schedule** hereunder written (hereinafter referred to as the "**Larger Land**");
  
- (ii) The said Original Owners executed Supplemental Agreement dated 31<sup>st</sup> July, 1984 and other Agreements in favour of the Promoter thereby granting development rights and agreed to sell *inter alia* the said Larger Land to Powai Housing Development Pvt. Ltd., hereinafter referred to as "**PHDPL**", for certain consideration. Pursuant to the aforesaid diverse Agreements, the said Original Owners placed the PHDPL in possession of the said Larger Land, with right to deal with, develop and dispose of the same. The said Original Owners executed Power of Attorney dated 31<sup>st</sup> July, 1984, in favour of the then Directors of the PHDPL, authorising them *inter alia* to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owner, as contained therein;

- (iii) In pursuance of the provisions of the Bombay Metropolitan Region Development Authority (B.M.R.D.A.) Act 1974, the Bombay Metropolitan Region Development Authority (hereinafter referred to as "**the said Authority**") formulated and sanctioned, a scheme called Powai Area Development Scheme (**PADS**) for development of lands situated at Villages Powai and Tirandaz, Taluka Kurla;
- (iv) The State Government directed the Authority to undertake the execution of PADS, as proposed by the Authority;
- (v) The State Government, after calling upon the Land Owners in PADS, including the Original Owners to show cause against the intended acquisition, acquired interalia the said Larger Land described firstly in the First Schedule hereunder written, under the provisions of B.M.R.D.A. Act;
- (vi) By Tripartite Agreement dated 19<sup>th</sup> November, 1986, made between the Governor of Maharashtra of the first part, the said MMRDA of the second part and Harishchandra Chandrabhan Sharma and other, which also include the said Original Owners of the third part, the said Original Owners, surrendered and delivered interalia the said Larger Land to the State Government and/or the said MMRDA and pursuant to the Land Owners, including the Said Original Owners having conceded and/or handed over to the Said Authority their Lands under the PADS (hereinafter referred to as "**PADS Lands**") the

State Government agreed to dispose of by way of a lease interalia the said Larger Land back to the said Original Owners, as per the terms and conditions as contained therein. Pursuant to the said Tripartite Agreement of 19<sup>th</sup> November, 1986, an Agreement to Lease was also executed on the same day i.e. on 19<sup>th</sup> November, 1986, by MMRDA in favour of the said Original Owners/their assigns and the said Owners/their assigns were accordingly allowed to enter upon to deal with and develop interalia the said Larger Land on the terms and conditions therein contained, which include an agreement to grant a lease for period of 80 years, as contained therein;

(vii) The said Original Owners have vide Writings of January/February 1988 confirmed that – (i) the said PHDPL has paid full consideration under the said Agreements, (ii) the benefit of the said Agreement to Lease dated 19<sup>th</sup> November, 1986 and all the benefits arising thereunder shall belong to the Promoter and that the Promoter is entitled to use and enjoy interalia the Said Larger Land, including the right to deal, develop and dispose of the same;

**AND WHEREAS** the Lands forming part of PADS have been naturally divided by D.P. Roads into different Sectors and the same are being developed in phase wise manner for last several years on layout development basis;

**AND WHEREAS** the said PHDPL executed Agreement to Lease dated 31<sup>st</sup> August, 2023, in favour of Promoter, thereby agreeing to lease to the Promoter land admeasuring 10,534 sq. mtrs., as more particularly described

**Firstly** in the **First Schedule** hereunder written, along with the benefits of the Agreements executed with the Original Owners by PHDPL as also the benefit of the Agreement to Lease dated 19th November, 1986, as contained therein.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoter is constructing a residential Building, called **EMPRESS HILL**, having 4 (four) wings, being Wing 'A', Wing 'B', Wing 'C' and Wing 'D' on a portion of land forming part of the said Larger Land. The **EMPRESS HILL** Building is in Sector XI – A, having area of 55,806.62 sq.mtrs, after amalgamation of adjoining lands (hereinafter referred to as "said Sector") as more particularly described **secondly in the First Schedule** hereunder written. The latest Layout approved by Brihanmumbai Municipal Corporation (BMC) of the said Sector is dated 10.08.2018. The authenticated copy of the said approved Layout Plan of the Said Sector is annexed hereto and marked as **Annexure – "A";**

**AND WHEREAS** accordingly, the Promoter is entitled to develop *interalia a* portion of the said Larger Land and said Sector, admeasuring about **3095.76** sq. mtrs., as more particularly described **Thirdly in the First Schedule** hereunder written (hereinafter referred to as "the Project Land");

**AND WHEREAS** vide IOD dated 08.01.2022, BMC has sanctioned plans for construction of the said Building EMPRESS HILL and issued Commencement Certificate for the construction thereof on 04.10.2022;

**AND WHEREAS** the latest amended plans of the said Building, EMPRESS HILL, were approved by BMC on 25.08.2023 and issued latest Commencement Certificate for the construction thereof on 04.09.2023;

**AND WHEREAS** the Promoter is entitled to construct and is constructing the building known as **EMPRESS HILL A, B, C & D Wings**, comprising of 3 basements + stilt + 1<sup>st</sup> to maximum upto 29 floors + terrace floor (Gym and swimming pool on terrace floor), as proposed (hereinafter referred to as "**Said Building**") being constructed on the Project Land. At present, BMC has approved 3 basements + stilt + 1<sup>st</sup> to 20<sup>th</sup> floors + terrace floor (Gym and swimming pool on terrace floor) as per the latest Amended Plans and latest Works Commencement Certificate (CC) issued by the BMC for the said Building. In case the BMC does not grant approval for the balance proposed floors i.e. from 21st floors maximum upto 29th floor + terrace floor (Gym and swimming pool on terrace floor), then in that event the Promoter will construct floors on the said Building as per the approval by BMC and accordingly the terrace floor (Gym and swimming pool on terrace floor) will shift above the approved final residential floor and the proposed FSI of 21414.15 sq. mtrs,

which was to be utilized by the Promoter on the balance proposed floors/some of the balance floors (i.e. from 21st floor maximum upto 29th floors + terrace floor (Gym and swimming pool on terrace floor)) shall be utilized by the Promoter anywhere else on the said PADS Lands/said Sector as the Promoter may deem fit and proper without any recourse to or consent of the Allottee/s. The numbers of car parkings will accordingly vary and will depend on the approvals by BMC for the balance floors. The authenticated copies of the IOD Letter, letter of latest Amended plans and the latest CC, of the EMPRESS HILL Building are annexed hereto as **Annexures – “B”, “B-1” and “C” respectively,** which are uploaded on the website of the Authority;

**AND WHEREAS** the Promoter has registered the Project i.e. **EMPRESS HILL A, B, C & D Wings** (hereinafter referred to as the “**said Project**”), under the provisions of the said Act and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai having RERA registration no. [●]; authenticated copy of the RERA registration is attached in **Annexure “D”**;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said Building Empress Hill and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building;

**AND WHEREAS** by virtue of the aforesaid agreement/documents, the Promoter has sole and exclusive right to sell the apartments **and allot car parkings** in the said Building to be constructed by the Promoter on the Project Land and to enter into agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Vinayak Ravindra shrivastava** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copy of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copy of Property card, showing the nature of the title to the Project Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure "E" and "F"** respectively;

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "A"**;

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "G"**;

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "H"**;

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from concerned local authority from time to time;

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said building and upon due observance

and performance of which only the occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

**AND WHEREAS** the Promoter has accordingly commenced construction of the said Building / Wing in accordance with the said sanctioned / proposed plans;

**AND WHEREAS** the Promoter has agreed to sell and the Allottee/s has/have agreed to purchase Apartment No. [●], admeasuring [●] sq.mtrs. (carpet area) which is equivalent to [●] sq.ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "Said Act") on the [●] floor of [●] Wing of the said Building (hereinafter referred to as "the Said Wing") along with the benefit to use [●] Covered/Mechanised Car Parking/s, for the consideration and on the terms and conditions hereinafter appearing. The exact location and identification of such **Covered/Mechanised Car Parking/s** will be finalized by the Promoter only upon completion of the said Project. There is a **Deck** having area [●] sq.mtrs. equivalent to [●] sq.ft. (carpet area) attached to the said Apartment;

**AND WHEREAS** the carpet area of the said Apartment is [●] square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s

or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment;

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

**AND WHEREAS**, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. [●] (Rupees [●]) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

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

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

1. The Promoter shall construct the said Building **EMPRESS HILL A, B, C & D wings**, being the said Project, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1 (a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. [●] on [●] floor in the [●] Wing of the said Building admeasuring [●] sq.mtrs, which is equivalent to [●] sq.ft. (carpet area) as per the definition under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "Said Act"), along with the benefit to use common areas and facilities appurtenant to the apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith as shown in the Floor plan thereof hereto annexed as **Annexure - "H"** (hereinafter referred to as "the Said Apartment"), along with the benefit to use [●] **Covered/Mechanised Car Parking/s**. The exact location and identification of such **Covered/Mechanised Car Parking/s** will be finalized by the Promoter only upon completion of the said Project. There is a **Deck** having area [●] sq.mtrs. equivalent to [●] sq.ft. (carpet

area) attached to the said Apartment. The total consideration for the said Apartment is Rs. [●] / (Rupees [●] Only).

1 (b) The Allottee/s has paid on or before execution of this agreement a sum of Rs. [●] (Rupees [●] only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. [●] /- (Rupees [●] ) in the following manner :

Sr.No.	Details	Payment Due	Amount (Rs)
(a)	Advance Payment or Application Fee as referred in clause 1 (b) hereinabove	10%	
(b)	On or before [●]	5%	
(c)	On or before [●]	5%	
(d)	On Completion of Plinth	10%	
(e)	On Completion of 4th Floor Slab	5%	
(f)	On Completion of 8th Floor Slab	5%	
(g)	On Completion of 12th Floor Slab	10%	
(h)	On Completion of 16th Floor Slab	10%	
(i)	On Completion of 20 <sup>th</sup> Floor Slab	10%	
(j)	On Completion of Terrace Slab	10%	
(k)	On Completion of OH Tank Top Slab	10%	
(l)	On receiving Occupation Certificate	10%	
	<b>TOTAL</b>	<b>100%</b>	

The aforesaid consideration amounts shall be subject to deduction of 1% TDS by the Allottee/s at the time of making payment of sale consideration, which under the amended provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f., 1st September 2019, is inclusive of Agreement Value and all Other Charges. The Allottee/s shall submit copy of the TDS challan/s, Form 26QB along with Form 16B to us immediately after making payment.

1 (c) The Total Price above excludes Taxes payable by the Allottees consisting of tax by way of GST and any other taxes which may be levied, in connection with the construction of and carrying out the said Project up to the date of handing over the possession of the said Apartment.

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

1 (e) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work vide E-mail id given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of instalments within the period of 15 days as contained in such intimation / demand letters. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter interest per annum which shall be the State Bank of India

highest Marginal Cost of Lending Rate plus 2% till the amount is paid to the Promoter.

1 (f) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Wing and Promoter shall not be responsible or liable to pay the same.

2. The Promoter confirms that it is developing the Project Land with the use of Floor Space Index ("FSI"), Additional Floor Space Index ("FSI"), Fungible FSI, Floating FSI and Transferable Development Rights ("TDR") in accordance with the plans sanctioned by BMC.

3. The Allottee/s shall be liable to pay to the Promoter, GST and other taxes, charge/s etc. if applicable to the allotment / sale of the Said Apartment payable to the Government / Semi-Government Authorities and all authorities, including Central Government, State Government, BMC etc. The Allottee/s shall also be liable to pay alongwith the consideration value, other charges as contained in this Agreement. In case the Allottee/s have defaulted to make the aforesaid payment towards other charges/taxes to the concerned authorities and if the Promoter has to pay the same on behalf of the Allottee/s, then Promoter is entitled to recover the same from the Allottee/s interest per annum which shall be the State Bank of India

highest Marginal Cost of Lending Rate plus 2% and the Promoter shall have the right to debit the same towards the Apartment consideration received/receivable.

4. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.

5. The Promoter has informed to the Allottee/s that –

(i) The Promoter is developing the land in phase wise manner. The 4 Wings of the Building EMPRESS HILL i.e. Wings A, B, C and D shall form part of one phase/one project and the amenities (except car parkings) shall be enjoyed in common by all the Societies with access to all the common areas and amenities and that, there will be common entry and exit from the main entrance for all the Allottees / Members of the proposed Societies. For each Wing, separate Society of the Allottees will be formed or for all Wings, only one Society will be formed, as may be decided by the Promoter.

(ii) The said PADS Lands belong to MMRDA and MMRDA is the owner of the same. In view thereof, as per the provisions of Section 31, read with Schedule II, Clause II of the Mumbai Metropolitan Regional Development Authority Act, 1974, the provisions of the Maharashtra

Ownership of Flats Act, 1963 (MOFA), are not applicable to the PADS Lands, which includes the said Larger Land/Project Land.

(iii) The Promoter has constructed a Club House in the Sector XI-A, in respect of which BMC has issued Completion Certificate (excluding swimming pool), which will be common for all the Buildings (and their respective Wings) in the said Sector, including Highland Building, Regent Hill Building, EMPRESS HILL Building and other proposed building/s, including a commercial building, in the said Sector. All the Allottees of the aforesaid building/s their societies shall be liable to pay on monthly basis Club House usage, maintenance and operation charges regularly to the Promoter till federation of the societies of the Allottee/s of the aforesaid buildings are formed and thereafter to such federation. The Allottee/s confirm/s that he/she/they are aware of the same and has/have consented to the same. The Allottee/s confirm/s that he/she/they shall not raise any objection/grievance in respect thereof in any manner whatsoever.

(iv) After obtaining the necessary approvals from the respective competent authorities, the Promoter will start the work of the Sector specific landscape amenities and common swimming pool to be provided in the Sector in phase wise manner. The Allottee/s confirm/s that the Allottee/s is/are aware that at the time of possession of the said Apartment, the landscape amenities to be provided in the said Sector will be on going as per the phases and stages of construction of the other building in the

said Sector and will be ready after completion of the last building / last phase of the said Sector.

(v) The Promoter have proposed a Gym and swimming pool exclusively for the said Building, EMPRESS HILL. All the allottees of the said EMPRESS HILL Building shall be liable to pay on monthly basis Gym and swimming pool usage, maintenance and operation charges regularly to the Promoter till Society/Societies of the apartments purchasers/allottees in the said Building is/are formed and thereafter to said Society/Societies.

(vi) There are different types of car parkings in the said Project, i.e. Covered/Mechanized). The Allottee/s confirm/s that the Parking Space which may be allotted in the said Building, type and size of such parking area may vary as per layout and parking arrangement. The Allottee/s confirms that the Allottee/s is/are aware that revision is expected in types of parkings and that the Allottee/s shall use the parking space to park vehicles of standard/permited size and that some large vehicles like S.U.V./M.U.V. etc. may not fit into the parking space. The Allottee/s confirm/s the same and undertake not to raise any dispute or objection and/or grievance in respect thereof in future in any manner whatsoever.

(vii) The Allottee/s confirm/s that the Allottee/s has/have also been informed that the Allottee/s / Society shall contribute / pay to the Promoter,

proportionate charges/cost related to the operation and maintenance of the parking system, managed by the Promoter and/or any agency appointed by the Promoter for that purpose, which shall be in addition to the maintenance cost of the Apartment/building.

(viii) The Certificate of Percentage of Completion of Construction Work issued by **Mr. Vinayak Ravindra shrivastava**, the Architect of the Promoter, will be uploaded time to time on the website of RERA authority, for the said building with Table C disclosures, more particularly mentioned therein, stating the changes/modifications as proposed and the Allottee/s has/have agreed to purchase the said Apartment based on the proposed changes/construction/modifications as mentioned therein,

(ix) The Allottee/s confirm/s that the Promoter has informed him/her/them and he/she/they are aware that on-going construction activities are being undertaken at the said sector and the Allottee/s confirm/s that he/she/they shall not raise any objection/grievance in respect thereof in any manner whatsoever.

The Allottee/s is/are made aware of under this agreement and the Allottee/s agrees and confirms that the Promoter has submitted the proposal to BMC for constructing 3 basements + stilt + 1<sup>st</sup> to maximum upto 29 floors + terrace floor (Gym and swimming pool on terrace

floor), and as on date the Promoter has received approval from BMC for constructing the building named Empress Hill i.e., Wings A, B, C and D comprises of 3 basements + stilt + 1st to 20th + terrace floor (Gym and swimming pool on terrace floor). Further approvals for the proposed balance floors from 21<sup>st</sup> floors maximum upto 29 floors + terrace floor (Gym and swimming pool on terrace floor) (proposed floors) from BMC are expected by the Promoter. In case the BMC does not grant approval for the balance floors, as proposed or some of the balance floors, then in that event, the Promoter will construct floors on the said Building as per the approval by BMC and accordingly the terrace floor (Gym and swimming pool on terrace floor) will shift above the approved final residential floor and the proposed FSI of 21414.15 sq. mtrs which was to be utilized by the Promoter on the balance proposed floors (i.e. from 21<sup>st</sup> floor maximum upto 29th upper floors+ terrace floor (Gym and swimming pool on terrace floor)) shall be utilized by the Promoter anywhere else on the said PADS Land/said Sector as the Promoter may deem fit and proper without any recourse to the Allottee/s.

(xi) The Allottee/s confirm/s having consented to what is contained hereinabove and agree/s that he/she/they shall not raise any objection in respect thereof in any manner.

(xii) The reservations shown in the said Sector XI-A, i.e. Municipal Maternity Home, is subject to change to Parking Lot as per Sanctioned DP 2034

and Garden / Park reservation, is proposed to be shifted / relocated. The Promoter proposes to construct, in their place, commercial / residential building/s in the said Sector in the future. The Allottee/s confirm/s that he/she/they are aware of the same and has/have consented to the same. The Allottee/s confirm/s that he/she/they shall not be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever.

(xiii) The Allottee/s confirm/s that the Promoter has informed him/she/they that the Promoter (i) is constructing a building to be called Highland in the said sector, having 5 (five) wings, Wings A, B, C, D & E, comprising of 2 basements + stilt + 1st to 23rd upper floors (ii) has proposed to construct another commercial/residential building/s in the said Sector having floors and as may be decided by the Promoter depending upon the planning / approvals by the BMC. The Allottee/s confirm/s that he/she/they are aware of the same and has/have consented to the same. The Allottee/s confirm/s that he/she/they shall not be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever.

6. The Promoter shall confirm the final carpet area that has been allotted to the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2%, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

9. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

10. The Promoter hereby declares that the Promoter shall utilize Floor Space Index (FSI) available as on date in respect of the said Sector approximately 70000.00 square meters only for the Empress Hill Wings A, B, C and D comprises of 3 basements + stilt + 1st to 29th + terrace floor (Gym and swimming pool on terrace floor). The Promoter has planned to utilize the Floor Space Index of 48585.85 for 3 basements + stilt + 1st to 20th floors + terrace floor (Gym and swimming pool on terrace floor) by availing of TDR and/or FSI available on payment of premiums and/or Fungible FSI as contained in the Development Control Regulation and/or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 70000.00 square meters as proposed to be utilized by it on the Project Land and Allottee/s has agreed to allottee's the said Apartment based on the proposed construction to

be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. In case the concerned authority does not grant approval for the balance proposed floors/some of the balance floors then in that event, the proposed FSI of 21414.15 sq. mtrs which was to be utilized by the Promoter on the balance proposed floors (i.e. from 21<sup>st</sup> floor maximum upto 29<sup>th</sup> floors + terrace floor (Gym and swimming pool on terrace floor)) shall be utilized by the Promoter anywhere else on the said PADS Land/Sector Land as the Promoter may deem fit and proper without any recourse to the Allottee/s.

11.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees subject to what has been stated in clause 11.2 hereunder, to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

11.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 11.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this

Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement **and in such event, the Allottee/s shall be liable to pay 10% of the total consideration for purchase of the Apartment to the Promoter as liquidated damages.**

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination **or after sale of the said Apartment, whichever is later,** the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

12. The Promoter shall provide list of the fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Wing and the Apartment as are set out in Annexure "I", annexed hereto.

13. The Promoter shall give possession of the Apartment to the Allottee/s on or before [●] day of [●] [●]. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date even after the period so extended because of any of the below reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest per annum which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2%. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the Said Apartment and/or Said Wing or Project Land in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the Said Apartment to any person or party as the Promoter may desire.

Provided that the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents subject to below;

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

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

14. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection, Mahanagar Gas Charges payable to the BMC and/or to State Government, B.S.E.S., TATA power, Reliance energy or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the Said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Societies of the Allottee/s of the Apartments in the said Project Land.

15. In the interest of the Apartment Allottees of Wings A, B, C & D of the EMPRESS HILL Building, and for environmental safety, a Sewage Treatment Plant (STP) will be installed, which shall be operated and managed by the proposed Society/Societies of the Allottees of Apartments in Wings A, B, C & D of the Said

EMPRESS HILL Building at its/their own cost as per statutory requirement. The treated effluent emanating from STP shall be recycled by the proposed Society/ies to the maximum extent possible. Discharge of this unused treated affluent, if any, should be discharged in the sewer line. The proposed Society/ies shall carry out a proper routine and preventive maintenance procedure for STP in consultation with the STP Vendor to maintain treated water parameters. Necessary measures should be adopted to mitigate the odour problem from STP.

16. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the PADS Land as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled *inter alia* to construct Recreation Centre, Health Club, Club House, Hotel etc. and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right there to either in his individual capacity or through the Organisation of the Apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of

Recreation Centre, Health Club, Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.

17. The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Layout Plot / said Sector and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Sector and the Layout Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Sector including the Layout Plot, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s enjoyment of the Said Apartment is not adversely affected.

18. So long as each of the Apartments, Covered/ mechanized Parking Spaces in the Said Wing are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment, Covered/ mechanized Parking Spaces in the Said Wing. The Allottee/s along with the other Apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to

occupation in respect of the Apartments which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.

19. The Allottee/s confirm/s that he/she/they/it has/have agreed that–

(a)

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

(ii) Without prejudice to the right of promoter to charge interest in terms of clause 2 (f) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages, brokerage if any or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter."

(b) In toilets the carpet areas will be inclusive of pali walls.

(c) That whenever tiles are used by the Promoter in the Apartment, there may be some imperfections, variations including shade variations, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.

(d) That whenever natural marble is used by the Promoter in the Apartment, there are going to be inherent imperfections which someone may view as 'defect'. However, such imperfections are inherent in natural marble.

20. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout Plot more particularly described **Secondly in the First Schedule** hereunder written.

21. The Allottee/s and the person/s to whom the Said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and

conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

22. It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Layout Plot / Project Land, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land, including those mentioned in the Third schedule hereunder written and until the management of said Wing is transferred to the Organisation of the Allottees, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter. In the event, the Allottee/s neglects/delays taking possession of the Apartment as per the notice by the Promoter, the Allottee/s shall be liable to pay to the Promoter an amount of Rs.1000/- (Rupees One Thousand only) per day of delay.

23. The stamp duty on this Agreement shall be borne and paid by the Promoter, as contained in the Circular dated 17th February, 2021, issued by the BMC,

provided the Promoter has received the benefit of 50% rebate in payment of premium. In the event, this Agreement is terminated / cancelled for any reason whatsoever, the Promoter alone shall be entitled to receive refund of the stamp duty paid by it. The Allottee/s shall immediately after the execution of this Agreement in any event not later than seven days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s. Charges for registration of this Agreement shall be borne and paid by the Allottee/s alone.

24. The Allottee hereby confirms and it is expressly agreed that the Promoter shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, to revise, amend, modify, resubmit and/or change the approved building plan and layout plan, and/or amalgamation, subdivision of plots and/or relocate recreational garden/s, Amenity Spaces, Parking in the said Layout / the said Sector, pursuant to necessary permission from competent authority / authorities.

25. The Promoter shall always have a right to get the benefit of F.S.I., additional F.S.I., Fungible F.S.I., Floating FSI, TDR, any additional development rights that they may be entitled to in future for construction on the Said Sector from BMC, amend Layout and also to put up additional structures / buildings as may be

permitted by the BMC and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.

26. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Apartment agreed to be purchased by the Allottee/s.

27. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the Wing other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

28. It is expressly agreed that the Promoter shall be at liberty to make changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer.

29. The Allottee/s shall not decorate the exterior of the Said Apartment or change elevation of the said Building otherwise than in a manner agreed to with the Promoter.

30. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartments and parking spaces, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Wing/Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment / covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartments in the Said Wing then and in that event any Allottee/s or Allottee/s of Apartments/covered parking spaces from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual)and Rs.1000/- (for non-individual) towards share money and Rs.100/- as entrance fee and such Allottee/s or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

31. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance

of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.

32. The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same, including the penalty, if any, shall be borne and paid by the Allottee/s alone. The Promoter shall not be liable to contribute anything towards the stamp duty and/or penalty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the stamp duty and/or penalty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty and/or penalty by the Allottee/s.

### **33. Procedure for taking possession –**

33.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and **after** the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within **1 (one)** month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this

**Agreement.** The Allottee/s agree(s) to pay the maintenance charges and property tax as determined by the Promoter or association of Allottee/s, as the case may be from the date of occupation certificate irrespective of whether the Allottee/s has taken possession of the said Apartment or not.

33.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:

33.3 Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 33.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement any other documentation as may be required, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 33.1 such Allottee/s shall liable to pay an amount of Rs.1000/- per day of delay and the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and other taxes as levied by any other competent authority as applicable.

33.4. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the said Wing in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, subject to clause 48 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter at his own

cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

However, it is specifically agreed by and between the Promoter and the Allottee that, if the Allottee does any alterations and/or cause damage to the waterproofing in the Apartment, the Promoter shall not be liable for any defect liability.

34. The Promoter is providing Air conditioners, Modular kitchen, Refrigerator, washing machine, oven, chimney, hob, water purifier and water heater. The Allottee/s himself/itself shall maintain the same at his/their own cost. The Promoter shall not be liable for any break downs or defects/problems therein in any manner. The Promoter will hand over the warranty cards (if the manufacturer has provided it) for the electronic items provided in the Apartment. In case of any problem, the Allottee shall directly pursue the concerned manufacturer/agency for getting the same repaired or replaced, as the case may be.

35. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle of his own only.

36. The Allottee/s along with other Allottee/s of Apartments in the said Wing shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and

documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society of the Allottee/s in the said Wing. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

37. The Promoter shall, within three months of issuance of Occupation Certificates by the BMC to all the Buildings in the Said Sector, cause to be transferred to the society or Limited company all the right, title and the interest of the Promoter in the said structure of the Building or said wing in which the said Apartment is situated (excluding basements and podiums), subject to the Promoter's rights to construct and dispose of the remaining apartments, if any.

38. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid of the Allottee/s, of all the buildings in the said Sector/Layout Plot and after the Lands covered by the Tripartite Agreement dated 19<sup>th</sup> November, 1986, are fully developed as contained in the said Tripartite Agreement dated 19<sup>th</sup> November, 1986, whichever is later, request MMRDA, to transfer to such Federation/Apex body all the right, title and the interest of the Original Owner/Promoter in the said Sector.

39. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Layout Plot / Project Land/Buidling/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Layout Plot / Project Land/Building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter adhoc/provisional monthly contribution of Rs. [●] per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the wing in which the said Apartment situates is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing in which the said Apartment situates, the aforesaid amounts (less deduction provided for in this Agreement) shall be paid over by the Promoter to the proposed Society or the Limited Company, as the case may be.

40. The Allottee/s agrees and undertakes to abide by his / their / its obligations as under:

(a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, registration charges, the share of municipal taxes, water and electricity charges, maintenance charges, ground rent and all other charges, payments.

(b) To pay the ad-hoc pro-rata maintenance charges towards the outgoings of the Layout Plot/Project Land.

(c) To pay interest per annum which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% till the amount is paid to the Promoter for any delay in payment of any of the instalments and any other amount/charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.

(d) To sign the requisite applications and other documents / information for registration of the Society.

(e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoter of Occupation Certificate having been received.

41. The Allottee/s shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts :

(i) Rs. 500/- (for Individual), Rs. 1000/- (for non-individual) for share money,

Rs.100/- application entrance fee of the Society;

(ii) Rs. 1000/- per month for administration of the Society;

(iii) Rs. [●] towards expenses for formation and registration of the Society and incidental charges;

(iv) Rs. [●] for proportionate share of taxes and other charges/levies in respect of the Federation/ Apex body;

(v) Rs. [●] for deposit towards adhoc/provisional contribution towards outgoings of Society and property taxes;

(vi) Rs. [●] For Deposit and charges towards Water, Electric, drainage, sewerage connection and other utility and services connection charges;

(vii) Rs. [●] for deposits and charges of electrical receiving and Sub Station provided in Layout Plot;

(viii) Rs. \_\_\_\_\_/- towards Mahanagar Gas Connection charges

42. The Allottee/s shall pay to the Promoter a sum of Rs. [●] for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at

Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

43. The amounts towards provisional outgoings, as contained in sub-clause (v) hereinabove will be transferred by the Promoter to the Society as and when management of the said Wing is transferred to such Society, after deducting therefrom of arrears of taxes and expenses, as contained in Third Schedule hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

44. The aforesaid amounts mentioned in sub-clause (i), (ii), (iii), (iv), (vi), (vii) & (viii) shall be utilised by the Promoters to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

45. The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. [●]/- to the Promoter to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter provides in Hiranandani Gardens Complex (PADS). It is clarified that the said amount of Rs. [●]/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good

power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoter and the Promoter will endeavour in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoter shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

46. Before registration of conveyance of the structure of the said wing, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said wing in which the said Apartment situates. Before registration of Lease of the Layout Plot, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease or any document or instrument of transfer in respect of the Layout Plot to be executed in favour of the Apex Body or Federation.

47. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Project Land or the Project. **In case of any encumbrance in future, the same will be disclosed/ uploaded time to time on the website of Maha RERA Authority. The Promoter confirms that such encumbrance in**

respect of the Project Land or the Project will not affect the right of the Allottee/s under this Agreement in respect of the said Apartment.

iv. There are no litigations pending before any Court of law with respect to the Project Land or Project. In case of any litigation in future, the same will be updated on RERA portal.

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project / Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project / Project Land and said building/wing shall be obtained by following due process of law and the 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the Structure to the Association of the Allottee/s;

x. The Promoter has duly paid and shall continue to pay and discharge, **till** **Promoter offers possession of the said Apartment to the Allottee/s**, undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land except those disclosed in the title certificates.

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

(i) To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the

Apartment is taken and shall not do or suffer to be done anything in or to the said Wing in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Wing in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- (ii) Not to do or suffered to be done anything to the Said Wing's entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- (iii) Not to encroach upon external and/or internal ducts/void areas attached to the Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)
- (iv) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units installed in the Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Said Wing. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.

(v) Not to change the position of washing machine provided in the Said Apartment or any accessories in respect thereof in any manner. The Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.

(vi) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or the said Wing/ Building.

(vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Wing or on the pardis/parapets/railing provided in the said Wing. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. in R.C.C. slabs or any structural members. The Promoter has informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Wing and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Said Wing, which may lead to serious implications not only to the Said Apartment but to the Said Wing and other wings of EMPRESS HILL Building. The Promoter has also informed to the Allottee/s that for any such act on the

part of the Allottee/s, Allottee/s shall also be criminally liable/ punishable under the relevant provisions of law.

(viii) Not to put or keep flower / plant pots, signboards and / or any object outside the windows of the Said Apartment.

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

(x) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Wing in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or

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

- (xi) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building or the said Wing in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Wing in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land / or the said building / the said Wing in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Layout Plot / the Project Land and the said building / said Wing in which the Apartment is situated.

(xiv) To ensure that the Allottee/s and proposed society of the Allottees –

a. separate all dry and wet garbage and give the same to the sweepers, since BMC will not pick up the garbage, if it is not separated as aforesaid and

b. treat the garbage on the same plot as per the requirement of the BMC and comply with necessary requirements of BMC in this behalf from time to time.

c. The Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / persons specialized in this field, as per the list furnished by Solid Waste Management Department of BMC and the same shall be used to the satisfaction of Municipal Commissioner. The OWC unit shall be maintained and used to the satisfaction of BMC.

d. Rain water harvesting shall be done as per approved consultant in the field to the satisfaction of BMC.

e. FF & Fire alarm systems : The proposed Society/ies shall carry out a proper routine and preventive maintenance procedure for FF & Fire alarm systems, including Fire check audit related compliances etc.

f. Common areas & FF meter: The proposed Society/ies also shall carry out a routine Electrical inspection and overall preventive maintenance for the common areas as well as for FF meter accordingly.

g. The structure constructed in recreation space shall be used by proposed society/ies members only for recreational activities for which it is approved and shall not be used or allowed to be used for commercial purposes.

h. A proper routine and preventive maintenance procedure for DG sets should be set and followed by the proposed Society/ies in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.

i. To maintain the Bore well on the said Project Land/Sector, if applicable.

j. Not to use any location of all designated refuge areas in the said Wing for storage of goods or placement of ODUs and/or any such personal usage at all.

(xv) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Said Building / Said Wing in which the Said Apartment is situated.

(xvi) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit / additional security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said building / said Wing in which the Apartment is situated.

(xvii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

(xviii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Apartment or any part thereof or dispose of or alienate otherwise howsoever, the said Apartment or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Consideration Amount and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any). After complying with the above terms if the Allottee/s is desirous of transferring the said Apartment or any part thereof and/or its rights

under this Agreement, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and the Allottee/s shall comply to then prevailing name change and transfer policy of the Promoter submitting documentary proof, payment of monies due and payable by the Purchaser under this Agreement for Sale.

(xix) In the event the Allottee/s obtain/s a loan from any bank or Financial institution for payment of the consideration (or part thereof) in respect of the said Apartment, any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such loan as and when due, shall constitute a breach of the terms of this Agreement. The Allottee/s shall solely be responsible and liable to ensure that the payment of the consideration as and when due is made by the Bank without any objection or delay.

(xx) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building / said Wing and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s

shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the said Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xxi) Till a conveyance of the structure of the said building/said Wing in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings/said Wing or any part thereof to view and examine the state and condition thereof.

(xxii) Till lease/assignment of the Layout Plot of which the said building forms part, is executed by the Owner i.e. MMRDA in favour of Apex Body or Federation of the Societies of the Allottee/s of Apartments / flats in the Said Building in the said Layout, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Plot or any part thereof including the Project Land, to view and examine the state and condition thereof. It is agreed by the parties hereto, which the Allottee/s specifically confirms that such lease/assignment of lease will be executed by the Owner i.e. MMRDA only after the Lands covered by the Tripartite Agreement dated

19<sup>th</sup> November, 1986, are fully developed, as per the terms of the said Tripartite Agreement.

(xxiii) Not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures on the Lands covered under PADS, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.

(xxiv) The Allottee/s agree/s to follow, bind himself/themselves and agree to indemnify the Promoter by giving irrevocable undertaking not to combine/amalgamate two adjacent apartments in the said wing in any manner whatsoever or do any alteration/s in the layout of the said Apartment, because of which the approved/sanctioned area of the said Apartment is increased.

(xxv) The Promoter has informed the Allottees and Allottees is aware that it intends to assigned the contract to install mechanized parking/car lifts in the said building to a Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf. The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc. litigation/s, if any, the same will be directed/filed against the concern contractor/vendor as mentioned herein above during the subsistence of the contract. Further the Allottee/s agree and undertake not to hold the Promoter or BMC liable in respect

thereof. The aforesaid contractor/vendor shall be liable for the full term of the contract as may has been made with him/it. . The Allottee/s hereby irrevocably agree and undertake that the Organization/Co-operative Society of all the Allottee/s in the said Building shall, on expiry/termination of the such contract with Contractor/Vendor, appoint a Contractor/Vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such contractor/s undertaking cum indemnity indemnifying the Promoter, the Organization/Co-operative Society of the Allottee/s and the BMC against any action, ligation/s damages, cost consequences etc. arising out of failure, nuisance, mishap of mechanical parking system/car lift, etc; to the said Wing/Building and/or to any adjoining wing/building.

(xxvi) The Allottee/s agree and undertake not raise any nature of objection and record his/her/their consent for giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders of the third party plots within the said plot.

(xxvii) The Allottee/s shall never enclose the open balconies and common refuge areas, under the rules and regulations of Fire Authority and National Building Code, failing which action deemed fit under the

provisions of Fire Act, 2006 will be initiated against you at your own risk and cost.

(xxviii) The Promoter has provided white goods in said Apartment with Annual Maintenance Contract (AMC). It shall be the responsibility of the Allottee/s to maintain the AMC and renew the same as and when required.

The Allottee/s agrees to sign an undertaking confirming interalia above being Annexure - "J", before claiming/taking possession of the said Apartment.

49. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the portion of land or of the said Building / said Wing or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the wing in which the said Apartment situates, is transferred to the

Society/Limited Company or other body and until the **Layout Plot** is transferred to the Apex Body /Federation as hereinbefore mentioned.

**51. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment/plot.

**52. BINDING EFFECT:-**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s,

application of the Allottee/s for the said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever, **after deducting therefrom advance payment or application fee as compensation/ damages.**

53. **ENTIRE AGREEMENT:-**

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

54. **RIGHT TO AMEND:-**

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

55. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /  
SUBSEQUENT ALLOTTEES:-**

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

against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

56. **SEVERABILITY:-**

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

57. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in said Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project / Wing.

**58. UNSOLED APARTMENT/S:-**

- i. The Promoter shall, even after formation of the said society/federation be entitled to deal and dispose off such unsold and unallotted Apartments/parkings space as per its choice and on such terms and conditions and considerations as the Promoter may deem fit and proper.
  
- ii. The Promoter shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on leave and licence basis including as paying guest and or otherwise however for short and/or long duration to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds, licence fee, rentals, gross realizations in respect thereof without requiring the NOC/consent of the Society/Federation that may be formed of all the Allottee/s nor shall the Promoter be liable to pay to the society/ federation any amounts/charges by whatever name called, including non-occupancy charges as the Apartments are unsold inventory of the Promoter.  
  
Provided further that upon such Apartments being sold, the Society/Federation shall unconditionally admit the Allottee/s as members of the same without charging any premium, transfer charges, contributions, donations, or any other extra payment or charges by whatever name called to the Society/Federation.

iii. All unsold and/or unallotted Apartment/s, in the said Building including without limitation to parking spaces in the basement/stilt/podiums/mechanized shall always belong to and remain the property of the Promoter.

iv. The Promoter shall be entitled but not obliged to join as a member of the Society/federation in respect of the unsold Apartment/s in the said Project Land and the Promoter shall not be liable to pay/contribute any amount on account of non – occupancy charges or any other charges/ fund provided for under the bye-laws, rules and regulations or resolutions of the society/federation.

59. **FURTHER ASSURANCES:-**

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

60. **PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, at Olympia,

Powai at Mumbai, Maharashtra and after the Agreement is duly executed by the Allottee/s and the Promoter the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra.

61. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance of the structure of the said Building at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or its authorised signatory will attend such office and admit execution thereof.

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

**Name of Allottee/s (Allottee's Address)**

Notified Email ID: \_\_\_\_\_

**M/s Promoter name (Promoter Address)**

Promoter Branch Office Address : Olympia Building,

Central Avenue,

Hiranandani Business Park,

Powai, Mumbai – 400 076

Notified Email ID: \_\_\_\_\_

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

63. **JOINT ALLOTTEES:-**

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

64. **STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s **alone**.

65. **DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory

Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

66. **GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the \_\_\_\_\_ courts in Mumbai, Maharashtra will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai, Maharashtra, in the presence of attesting witness, signing as such on the day first above written.

**FIRST SCHEDULE ABOVE REFERRED TO –**

**The Description of Larger Land**

FIRSTLY ALL THOSE pieces or parcels of land or ground situate lying and being at Village Powai, near I.I.T., off. Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing CTS No. 18(pt) and 19(pt) of Village Powai and admeasuring 10,534 sq. mtrs. or thereabouts, forming part of the PADS Lands

**The Description of the said Sector XI - A**

SECONDLY ALL THOSE pieces or parcels of land, being Sector XI-A , admeasuring 55,105.19 sq. mtrs. and bearing CTS Nos.20B, 22B, 22A, 22A/3 to 22A/9 and 21B of Village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, forming part of the PADS Lands

**The Description of the said Project Land**

THIRDLY a portion of land admeasuring 3095.76 sq. mtrs. being the said Project Land and bearing CTS No. 22/A/9 (part) of Village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, forming part of the Larger Land, described Firstly in the First Schedule hereinabove.

**SECOND SCHEDULE ABOVE REFERRED TO –**

The nature, extent and description of common areas and facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Apartment hereby agreed to be sold along with the Allottees of Apartments in said Wing in limited common areas and facilities as follows (this does not apply in the case of premises other than Apartment): (i) Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each floor (iv) Common Servants Toilets.

**THIRD SCHEDULE ABOVE REFERRED TO –**

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, club, garden and main water pipes, lift and electric wires in, under or upon the Said Wing and enjoyed or used by

the Apartment holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the Said Wing or enjoyed by the Apartment holders used by him/her/them in common as aforesaid and the boundary walls of the Building, compound, terraces etc.

2. The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the Said Wing used by the Apartment holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
6. Insurance of the Said Wing.
7. All the expenses relating to Sewerage Treatment Plant (STP) including for maintenance, treating water, electricity etc.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building / Project Land.

## SCHEDULE 'A'

Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, in the \_\_\_\_\_ Wing of the Building **EMPRESS HILL** being the said project, admeasuring \_\_\_\_\_ sq.mtrs. equivalent to \_\_\_\_\_ sq.ft. (carpet area) along with the benefit to use \_\_\_\_\_ Covered/Mechanised Car Parking/s (hereinafter referred to as the said "Apartment") and bounded as follows. There is a Deck having area \_\_\_\_\_ sq.mtrs. equivalent to \_\_\_\_\_ sq.ft. (carpet area) attached to the said Apartment.

On or towards the East -

On or towards the West -

On or towards the North -

On or towards the South -

SIGNED AND DELIVERED BY THE )  
WITHINNAMED **Promoter** )  
**HGP COMMUNITY PVT. LTD.,** )  
\_\_\_\_\_)  
(through its Authorised Signatory) )  
WITNESSES : )  
1.Name \_\_\_\_\_ )  
Signature \_\_\_\_\_ )  
2.Name \_\_\_\_\_ )  
Signature \_\_\_\_\_ )

SIGNED AND DELIVERED BY THE )  
WITHINNAMED )  
**Allottee/s** )  
(1) \_\_\_\_\_ )  
(2) \_\_\_\_\_ )  
(3) \_\_\_\_\_ )  
(4) \_\_\_\_\_ )  
At \_\_\_\_\_ on \_\_\_\_\_ )  
In the presence of WITNESSES :- )  
1.Name \_\_\_\_\_ )  
Signature \_\_\_\_\_ )  
2.Name \_\_\_\_\_ )  
Signature \_\_\_\_\_ )

Received of and form the Allottee/s above named the sum of

Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_)

Only) on execution of this

Agreement towards advance payment or application fee.

I say received.

The Promoter/s/Authorised Signatory

**ANNEXURE - A**

Authenticated copy of the latest Plan of the Layout as approved by the concerned Local Authority

**ANNEXURE - B & B1**

Authenticated copies of the IOD letter and latest Commencement Certificate

**ANNEXURE - C**

Copy of letter of latest Amended Plans

**ANNEXURE - D**

Authenticated of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

**ANNEXURE - E**

Title Report/ Certificate

**ANNEXURE - F**

Authenticated copies of Property Cards showing nature of the title of the Original Owner/MMRDA to the Project Land.

**ANNEXURE - G**

Proposed Plans of the Layout

**ANNEXURE - H**

Plans and specifications of the Apartment

### **ANNEXURE – I**

General Specification and amenities for the Apartment and the Buildings (Other than servant rooms / servant toilets, if any)

1. R.C.C. Frame Structure.
2. Marble Flooring in Living room, bedroom and passage (Marble Rs.250/- per sq.ft.)
3. Tile Flooring and Dado in toilets (Tiles Rs.50/- per sq.ft.)
4. WC with flush tank and fittings and Shower mixer with fittings.
5. Doorbell.
6. Elevators (KONE / Schindler/OTIS/Thyssen Krupp/Johnson/City Lifts/TOSHIBA or equivalent) shall be provided as per Traffic Analysis calculation done by the Consultant
7. Wash basin with mixer and fittings
8. Kitchen platform with sink, tile dado and fittings.
9. Main door with mortise lock - polished / painted from inside & outside.
10. Building exterior and interior with quality paints.
11. Main Entrance Lobby of building suitably decorated.
12. Modular type electrical switches/sockets
13. Air Conditioner Split Units in Living and Bedrooms.
14. Modular Kitchen cabinets along with refrigerator, washing machine, oven, chimney, hob, water purifier and water heater.
15. False ceiling in Living room, bedroom, passage and toilets with lights.

### **ANNEXURE- “J”**

Copy of Undertaking from Allottee/s