AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered at Mumbai on this _____day of_____in the year Two Thousand and Twenty_____.

BETWEEN

M/s. EMPIRE REALTY, a partnership firm, registered under the provision of Indian Partnership Act, 1932 represented by its partners **1) MR. SAHIL VIRANI & 2) MR. MANSURALI VIRANI**, having its office address at 201, Tanishka Commercial Premises, Akurli Road, W.E. Highway, Kandivali (East), Mumbai – 400 101, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partners or Partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner and his/her/their assigns) of the **FIRST PART**.

AND

_____ (Pan No._____) &_____ (Pan No._____) of Mumbai, Indian Inhabitant residing at _____ "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/ her heirs, executors, administrators successors- in-interest and permitted assignees) of the **OTHER PART**.

The Promoters and the Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS:

a) That SHEFALI VILLA CO-OPERATIVE HOUSING SOCIETY LTD., ("**Society**") is a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WR/HSG/(TC)2235/86-87 OF 1986 having its address at Plot No.4, Road No.3, I.C. Colony, Borivali (West), Mumbai 400 103, (hereinafter referred to as the **"said Society"**) having ground plus 3 upper floors on the Plot No.4, C.T.S. No.1133 corresponding Survey No. 107, Hissa No. 4(part) of Village Eksar, Taluka Borivali, Mumbai Suburban District.

b) By and under an Unilateral Deemed Conveyance Deed (Deemed/Unilateral) dated 22nd October, 2020 executed between i) Joaquim Santana Zacarias Mederia, ii) Alpha Enterprises and iii) Dr. Harish G. Jhamnani through District Deputy Registrar (therein referred to as "the Vendors") and M/S. Sanman Constructions, through District Deputy Registrar **(**therein called as "The Confirming Party") and the Society herein (therein referred to as the "*Society*") and registered with the Sub-Registrar of Assurances under Serial No. BRL-5-7899-2020, the Society became seized and possessed of and otherwise well and sufficiently entitled to ownership of the Property i.e. ALL THAT piece and parcel of land together with structure standing thereon situated lying and being at Plot No.4, Road No.3, C.T.S. No.1133 corresponding Survey No. 107, Hissa No. 4(part) of Village Eksar, Borivali (west), Mumbai 400 103 admeasuring 727.20 sq.mtrs. along with the building known as Shefali Villa in the registration district and sub-district of Mumbai City and Mumbai Suburban within the limits of Mumbai Municipal Corporation shall hereafter be referred to as the "**said Property**".

c) The existing/ old building of the Society was in a dilapidated condition requiring extensive repairs and considering the cost for the purpose of repairs and maintenance, the Society considered it desirable to demolish the same and reconstruct a new building/s by

utilizing the permissible FSI relating to and arising out of the said Plot of land and the TDR, fungible FSI and FSI by paying premium to the maximum extent possible as per present DC regulations.

d) In the circumstances aforesaid, the Society invited offers from various interested builders / Promoters for the redevelopment of the said old Building on the said Property which were scrutinized in the several meetings and negotiations were held in respect of the same. The Society received an offer letter from **"M/S. EMPIRE REALTY,**" (hereinafter referred to as the "**the Promoters**") which the Society and members had found to be the most beneficial.

e) In the Special General Body Meeting, held on 27th November 2022, the members of the society in the SGM unanimously passed the resolution regarding reconstructing and redeveloping the said Property and to give the development rights of the said old Building to M/S. EMPIRE REALTY for the re-development of the said old Building.

f) By a Development Agreement dated 9th February, 2023 (hereinafter referred to as the "said agreement") registered before the Sub-Registrar of Assurances vide Sr.No.BRL5-2640-2023 Dated 09/02/2023 made entered into between the said society Shefali Villa Co-operative Housing Society Ltd., therein called as "The Owners/Society" of the One Part and all existing members, therein called as the "Members of the society" of the Second Part and M/S. EMPIRE REALTY, therein also called as "The Promoters" of the Other Part, the said society and the members of Shefali Villa Co-operative Housing Society Limited have permitted, conferred upon M/s. Empire Realty the development rights and the said M/s. Empire Realty have acquired the development rights in respect of the said old building on terms and conditions as mentioned in the said Development Agreement.

g) That in pursuance to the said Development Agreement, the Society also executed a Power of Attorney, registered in the Office of Sub-Registrar of Assurance under Serial No. BRL5-2641-2023 in favour of the Promoters herein conferring upon them several powers inter-alia power to get the said Property redeveloped.

h) The Promoters are entitled and enjoyed upon to construct buildings on the said Old Building in accordance with the recitals hereinafter;

i) The Promoters herein through their Architect/s applied to MCGM for the necessary permissions in respect of further development proposal of the said Plot. Pursuant to the said application, MCGM sanctioned the Building plans in respect of new Building and Intimation of Disapproval bearing No.P-16561/2023/(1133)/R/N Ward/EKSAR (S) R/N/337/1/New dated 08 June 2023 was issued by MCGM. A copy of Intimation of Disapproval is annexed herewith as **Annexure A**.

j) The Promoters herein also applied for and obtained Commencement Certificate dated 11th August 2023 from MCGM in respect of the said new Building under construction. A copy of Commencement Certificate issued is annexed herewith as **Annexure B.**

k) The Promoters have Proposed to construct new Building on the said property comprising of till Stilt + 9th upper floor residential unitss subject to utilization of permissible TDR/Additional FSI, fungible FSI etc. and subject to approval from MCGM hereinafter referred to as the "**said Project**".

l) **AND WHEREAS** the Allotee is offered an Apartment bearing Flat/Office/Shop No._____on the_____floor of Building known as "**Empire Stella"** herein after referred to as the "**said Building**") being constructed in the said project by the Promoters.

m) The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architect.

n) The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the said building/s and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building/s.

o) By virtue of the Development Agreement/ /Power of Attorney the Promoters have sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoters on the said property and to enter into Agreements with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

p) That on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project and the plans, designs and specifications prepared by the Promoters's Architects 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.

q) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters. The Copy of the Title Certificate is attached as **Annexure C.**

r) The authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoters in respect of the said property on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure D.**

s) The 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 E.**

t) The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations. Sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

u) 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 Promoters while developing the said Property and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.

v) The Promoters have accordingly commenced construction of the said Building/s in accordance with the said proposed plans.

w) Being fully satisfied with the representations made by the Promoters and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoters under the terms of this Agreement, the Promoters has agreed to allot and sell the said Apartment to the Allottee for the consideration of Rs._____/- (Rupees_____ only) and on the terms and conditions hereinafter appearing;

a) The Allottee/s has/have applied to the Promoters for Apartment bearing Flat No./ Office No./ Shop No.:_____on ____floor, having

RERA carpet area admeasuring_____sq. ft. (hereinafter referred to as "**said Apartment**") in the said Building known as **"Empire Stella"** along with the Car Parking space in the _____ (hereinafter referred to as the **"said Car Parking Space"**) in the said Building constructed on the said Property. The said Apartment and the said Car Parking Space are collectively referred to as the **"said Premises"** constructed on the said Property more particularly mentioned in the **Second Schedule**.

b) 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;

c) Prior to the execution of these presents the Allottee/s has/ have paid to the Promoters a sum of Rs._____/- (Rupees _____) only, being part payment of the lump sum sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the lumpsum sale consideration in the manner hereinafter appearing.

d) The Promoters have registered the Project Building with the name and style of "**Empire Stella**" under the provisions of the said Act i.e., Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority bearing MahaRERA Registration no._____. Section 13 of the said RERA Act requires the Promoters to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act,1908.

e) In accordance with the terms and condition set out in this Agreement

and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Apartment and the said Parking Space (if applicable).

f) The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.

g) 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 in all the Applicable Law, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO ASUNDER:

1. <u>DEFINITIONS</u>

1.1 **"Act"** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and/or re-enactments related thereto;

1.2 **"Agreement"** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoters and the Allottees;

1.3 **"Allottee"** shall include the person who subsequently acquires the Apartment through sale, transfer or otherwise but does not include a person to whom the Apartment is given if applicable on rent;

1.4 **"Allottee's Interest"** shall mean the interest payable by the Allottee to the Promoters at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee to the Promoters becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.5 **"Apartment":** In case of a residential unit, shall mean the apartment having residential user located on the_____floor in the said Building and shown with green colour boundary line on the typical floor plan thereof annexed hereto to be allotted in favour of Allottee under the terms of this Agreement;

In case of a commercial unit, shall mean the apartment having commercial user located on the floor in the said Building and shown with green colour boundary line on the typical floor plan thereof annexed hereto to be allotted in favour of Allottee under the terms of this Agreement;

1.6 **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, competent authorities and judgments and other requirements of any statutory and relevant body /authority;

1.7 **"Approvals"** shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, plans, and such other documents / writings by whatever name called

that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the buildings to be constructed on the said Property or any part or portion of the said Property;

1.8 **"Architect"** shall mean a person registered as an architect under the provisions of the Architects Act,1972;

1.9 **"Authenticated Copy"** shall mean a self-attested copy of any document required to be provided by the Promoters to the Allottee;

1.10 **"The said Building"** shall mean the building known as "Empire Stella" comprising of 09 floors being the Buildings to be constructed by the Promoters on the said Property;

1.11 **"Carpet Area"** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. It is clarified that the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment.

1.12 **"Common Areas and Amenities"** shall mean the areas, amenities and facilities intended for the common use of the Allottee/s of the residential apartments (and not for the use of the Allottees of the Apartment units) and to be constructed as per the approved plans on the said Property and more particularly specified in "**Annexure F**" annexed hereto, alongwith water and electricity supply, security,

sewerage, drainage, public works, fire-fighting systems and works, water tanks etc.

1.13 **"Force Majeure Event"** shall mean and include the following events / circumstances which jointly and/or severally, directly and/ or indirectly, impact/ impede the development activities that are intended to be carried out on the said Property:

(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.

1.14 **"FSI"/ "TDR FSI/Base FSI/Fungible FSI/Premium FSI"** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;

1.15 **"Internal Apartment Amenities"** shall mean the amenities, fixtures and fittings listed in the Third Schedule proposed to be provided by the Promoters in the said Apartment;

1.16 **"Intimation to take Possession"** shall mean the written intimation that shall be given by the Promoters to the Allottee/s to take possession of the Apartment within a period of 30 (thirty) days from the date of the Promoters intimating the Allottee to take possession;

1.17 **"Plans"** shall mean the drawings, plans, layout and such other specifications as approved and sanctioned by the MCGM and other concerned statutory bodies and authority/ies in respect of the Project from time to time together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoters from time to time and approved by the authorities in respect of the

Project;

1.18 **"Project"** shall mean the proposed construction of the said Building and development on the said Property;

1.19 **"Possession Date"** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of Apartment, whichever is earlier;

1.20 **"Promoters Interest"** shall mean the interest payable by the Promoters to the Allottee at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoters to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.21 **"Society"** shall mean the existing SHEFALI VILLA CO-OPERATIVE HOUSING SOCIETY LTD.,

1.22 **"Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force.

2. INTERPRETATION

2.1 Except where the context requires otherwise, this Agreement will be interpreted as follows:

2.2 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;

2.3 Headings are for convenience only and shall not affect the

construction or interpretation of any provision of this Agreement;

2.4 Words importing the singular shall include plural and vice versa;

2.5 Reference to Recitals, Clauses, Schedules and Annexures are to recitals, clauses, schedules and annexure of this Agreement;

2.6 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

2.7 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;

2.8 References to "Rupees" and "Rs." Are references to the lawful currency of India;

2.9 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

2.10 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and

2.11 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. <u>ALLOTMENT</u>

3.1 The Promoters shall construct the said Project on the said Property in accordance with the Approvals and Plans.

3.2 Subject to the terms and conditions of this Agreement, the Allottee hereby agrees to purchase and acquire from the Promoters and the Promoters agrees to sell to the Allottee the Apartment together with Internal Apartment Amenities at or for the consideration payable by

the Allottee to the Promoters in the manner provided in the Clause 5 herein below. The Apartment is described in the Second Schedule hereunder written.

4. PARKING

4.1 It is agreed between the Parties, that the Parking Space shall be identified by the Promoters and a letter to that effect shall be issued by the Promoters. The Allottee shall be permitted to use the Parking Space as allotted by the Promoters.

4.2 The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the parking space with the Promoters any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoters forever with respect to any loss, harm, prejudice caused to the Promoters in the event action/claim/dispute is sought by the Allottee or his heirs, executors, administrators or assigns against the Promoters.

4.3 The Allottee agrees that the car parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc.

5. CONSIDERATION

5.1 The total consideration payable by the Allottee for the said Apartment together with the Internal Apartment Amenities is Rs._____/- (Rupees_____ _____ _____only) (**"Consideration"**) exclusive of GST.

5.2 The Allottee hereby agrees to pay to the Promoters the Consideration in the following manner:

PAYMENT SCHEDULE		
STAGES	**MILESTONES**	**% OF FLAT VALUE**
1	ON BOOKING	30%
2	On completion of Plinth	15%
3	On completion of 1st RCC Slab	5%
4	On completion of 3rd RCC Slab	5%
5	On completion of 5th RCC Slab	5%
6	On completion of 7th RCC Slab	5%
7	On completion of 9th RCC Slab	5%
8	On completion of the walls, internal plaster, floorings doors and windows	5%
9	On completion of the external plumbing and external plaster	5%
10	On completion of Sanitary fittings, staircases, lift wells	5%
11	On completion of the lifts, water pumps, electrical fittings	10%
12	On Possession	5%
	Total	**100%**

5.3 The Instalments of the Total Sale Consideration payable by the Allottee to the Promoters as stated above shall be paid by way of cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of M/s. EMPIRE REALTY**,** A/c No. _____ and maintained by the Promoters with _____. (hereinafter referred to as the "**Designated Account**").

5.4 The Promoters shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.

5.5 In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay Goods and Services Tax (S-GST/C-GST) or any other new taxes or any taxes under any nomenclature [including without limitation, if and as and when applicable, any such interest, penalty, levies and cesses and also all

increases therein from time to time which shall be paid by the Allottee to the Promoters along with and in addition to each instalment or as may be demanded by the Promoters.

5.6 The Allottee agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoters a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Promoters.

5.7 It is further agreed and understood that the Total Sale Consideration 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 Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose such notification/ order/ rule/ regulation published/ issued in that behalf to that effect along-with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

5.8 Without prejudice to the Promoters' other rights under this Agreement and/or in law, the Allottee shall pay to the Promoters interest, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule per annum on all amounts which are due and/or payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters until the date such outstanding amount is received by the Promoters.

5.9 The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then

without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

5.10 It is clarified that the Promoters has furnished the relevant information to the Allottee and the Allottee is aware that the benefit of the input tax credit is not available under the Central Goods and Services Act, 2017 and the GST Rules, notifications, circulars etc. and hence the Allottee understands and agrees that the Consideration is exclusive of GST payable on the entire Consideration. The Allottee has satisfied himself/herself/themselves in respect of and/or relating to the above.

5.11 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any instalments / dues to Promoters within stipulated time as per the payment in Clause 5.2 above. The right of the Promoters to receive the Consideration shall be superior to the right of the Bank that shall provide the aforesaid financial assistance/loan to the Allottee. By granting the loan, it shall be deemed that the Bank has understood and acknowledged the superior right of the Promoters.

5.12 The Promoters shall confirm the final Carpet Area that has been

allotted to the Allottee after the construction of the said Building is completed and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoters. The Allottee

hereby agrees and undertakes that the Allottee shall not raise any dispute or objection of any nature whatsoever with regards to the area of the Apartment after taking the possession of the Apartment. In any event, if there is any reduction in the Carpet Area upto 3% then in that event no amounts shall be reimbursed by the Promoters to the Allottee. However, if the reduction in the Carpet Area is beyond 3% (three), then the Promoters shall reimburse to the Allottee, within a period of 45 (forty-five) days without interest, the excess amount received by the Promoters from the Allottee in respect of the deficit Carpet Area over and above the aforesaid permitted reduction of 3%. Likewise, if there is any increase in the Carpet Area beyond 3%, the Promoters shall demand and the Allottee herby agrees to pay additional amount which shall be payable at the time of Allottee taking possession of his Apartment.

5.13 The Allottee authorizes the Promoters 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 Promoters may, in its sole discretion, deem fit and the Allottee undertakes not to object/ demand/ direct the Promoters to adjust his payments in any manner contrary thereto.

5.14 The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her and meet with the other obligations under this Agreement.

6. DEFAULT IN PAYMENT OF CONSIDERATION

6.1 The Allottee shall be liable to pay to the Promoters, Allottee's Interest (as defined above) and all the outstanding amounts alongwith principal amount/ instalment/s which become due but remain unpaid by the Allottee to the Promoters. The Allottee's Interest shall be payable from the date on which the amount

becomes due and payable till the date of actual payment (both days inclusive).

6.2 In addition to the Allottee's liability to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoters, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoters for the purpose of enforcing payment of and recovering from the Allottee any amount/s or due/s whatsoever payable by the Allottee under this Agreement.

6.3 Without prejudice to the right of the Promoters to charge interest in terms of this Agreement, on the Allottee committing default in payment on the due dates of any amount that becomes due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings), the Promoters shall be entitled at his own option, to terminate this Agreement in the event of the Allottee committing three such defaults of payment of instalments. The Promoters shall give notice of 15 (fifteen) days in writing to the Allottee, of his intention to terminate this Agreement and of the specific breach/ breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach/breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall, at its sole discretion and without prejudice to the other rights and remedies available to the Promoters under law, be entitled to terminate this Agreement. Upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee within a period of 30 (thirty) days of the termination, the instalments of consideration of the Apartment which may have till then have been paid by the Allottee to the Promoters subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters and subject to the adjustment/deduction related to the Government Statutory dues and taxes that have been paid by the Promoters or to be paid by the Promoters.

7. INTERNAL APARTMENT AMENITIES AND COMMON AREAS AND AMENITIES

7.1 It is agreed that the Apartment shall be of R.C.C. structure with light weight blocks with gypsum plaster only or RCC walls as advised by the Engineer and Architect. Further, the proposed carpet area of the Apartment would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column etc.

7.2 The Internal Apartment Amenities to be provided in the said Apartment and the materials to be used in the construction of the said Building and the specifications thereof are those asset out in the **Third Schedule** hereunder written and the Allottee shall satisfy himself/herself/themselves about the same before taking possession of the said Apartment.

7.3 The Allottee confirms that the Promoters shall not be liable to provide any other fixtures and fittings save and except those mentioned in the Third Schedule herein. Further, the Allottee confirms that the Promoters has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoters. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures and fittings by the Promoters in the Apartment.

7.4 Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself in respect of the Internal Apartment Amenities.

7.5 The Allottee hereby agrees, declares and confirms that save and except the Internal Apartment Amenities as provided in the Third Schedule, the Promoters shall not be liable, required and /or

obligated to provide any further amenities in the Apartment.

7.6 With regard to the Common Areas and Amenities which are described in **"Annexure F"**

annexed hereto, it is agreed that:

(i) The Allottee will not have any right, title, interest etc. in respect of the Common Areas and Amenities;

(ii) The Allottee hereby confirms and approves to the irrevocable, absolute and unfettered right of the Promoters to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the unsold Apartment/s together with proportionate rights in the common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as garden as provided in the plan and Fitness Centre as per the approved plan, in the manner deemed fit by the Promoters without any consent or concurrence of the Allottee or any other person.

(iii) The Allottee confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the holders of various residential apartments in the said Buildings. The Allottees of Apartments shall not be liable to pay any outgoings or maintenance in respect of the Common Areas and Amenities as set out in Annexure F annexed .

(iv) The Allottee hereby covenants to exercise his/ her/ their right consistently with the rights of the other prospective Allottees as also the members of the said Society and undertakes not to do any act, matter or thing which would affect/ prejudice the right of the other Allottees to their respective Apartments including the Common Areas and Amenities, etc.

7.7 The Promoters has made the following disclosures to the Allottee:-

(i) The Society is the owner of the said Property;

(ii) The Society and the Promoters have entered into a registered

Development Agreement for the redevelopment of the said Property;

(iii) The estimated date of completion of Project is _____ subject to Force Majeure Event as defined herein;

(iv) Pursuant to the execution of Development Agreement, the Promoters is entitled to provide the rehab portion to the Society and is entitled to sell its Free Sale Portion to the Allottees;

(v) The Promoters has represented that the said Project shall comprise of building and amenities shall be constructed on the said Property more specifically mentioned in "Annexure F";

(vi) The aforesaid Building comprises of both the rehab and free sale portion;

(vii) The Common Areas and Amenities to be provided in the Project shall be used by both Society and the Residential Allottees of Free Sale Portion.

(viii) Under the terms of the Development Agreement, the Promoters have agreed to pay to the Society certain amounts towards corpus to the old members only. The Allottee shall not be entitled to claim any amounts paid by the Promoters to the Society towards the corpus and such amounts shall belong to the existing members of the Society.

8. <u>ALTERATION IN THE LAYOUT, PLANS AND DESIGN</u>

8.1 The Promoters have prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the Plans relating to the said Property.

8.2 In case if any alteration, amendment, revision, additions, etc. sought by the Promoters relate to the said Building and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/ decreases beyond 3% and/or such alteration affects the plan of the Apartment, then the Promoters shall reimburse to the Allottee (in

case of reduction in area), within a period of 45 (forty-five) days without interest, the excess amount received by the Promoters from the Allottee in respect of the deficit Carpet Area over and above the aforesaid permitted reduction of 3%. Likewise, if there is any increase in the Carpet area beyond 3%, the Promoters shall demand and the Allottee hereby agrees to pay additional amount which shall be payable at the time of Allottee taking possession of his Apartment. The Allottee agrees and acknowledges that the Promoters shall not be required to obtain any consent from the Allottee if any such variations, modifications etc., do not affect the Apartment.

8.3 It is further agreed by and between the Parties that the Promoters may make minor additions or alterations in the Apartment as may be required by the Allottee or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer after proper declaration and intimation to the Allottee in that regard. Provided that the expression minor additions or alterations excludes structural changes including addition to the area or change in height of the Apartment.

8.4 If due to any change in the F.S.I. Rules, if additional F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, change of legislation, etc.) by whatever name called then in such event the Promoters shall, subject to the terms of the Development Agreement entered into with the Society, be entitled to use, utilize, consume and exploit such F.S.I. on the said Property by constructing additional structure or additional floor in the Buildings. The rights of the Promoters under the Development Agreement with the Society or any supplemental writings thereto, shall be binding on the Allottee.

8.5 If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or

any other concerned authorities any development benefit including of Transferable Development Right (**"TDR"**) is available in respect of the said Property, as recipient plot then in such event, the Promoters shall, subject to the terms of the Development Agreement entered into with the Society and all supplemental writings that may be executed in respect thereof from time to time, be entitled to avail such benefits/ T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said Building/s.

8.6 It is agreed between the Promoters and the Allottee that if there are changes in laws or changes in the circumstances by virtue of which the proposed building plans cannot be executed as they were, the Promoters shall be entitled to modify such plans and all such modifications/ changes after intimation to the Allottee.

8.7 It is agreed between the Promoters and the Allottee that the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to amend the plans and submit revised proposals. It is further agreed that the Promoters in its absolute discretion shall be entitled to locate or provide in the said Building any additional floor or floors and use the same for such purpose or purposes as the Promoters may desire in accordance with the provisions of RERA.

8.8 The Promoters have, subject to the terms of the Development Agreement entered into with the Society, the absolute, irrevocable and unconditional right and entitlement to and it may in its sole, absolute and unfettered discretion effect and/or cause to be effected any extra and additional construction whatsoever on and in respect

of the said Property including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the Buildings on the said Property and/or construct additional and/ or other building/s and/or other structure/s on the said Property by utilizing the FSI, development rights and TDR of the said Property and/or the contiguous, adjacent or adjoining lands or properties at any time, including after completion of the Buildings whenever the same is permitted to be constructed by MCGM and other concerned authorities. Such extra and additional construction is hereinafter referred to as **"the additional construction"** and the same shall form an integral part of the Buildings and therefore Allottees, transferees and occupants thereof shall be entitled to the use, enjoyment and benefit of all the Common Areas and Amenities in the manner set out in this Agreement.

8.9 The Allottee hereby agrees that, subject to the terms of the Development Agreement entered into with the Society and all supplemental writings that may be executed in respect thereof from time to time, the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Promoters, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Promoters in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Promoters, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Allottee. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or any other ground whatsoever.

8.10 If for any reason(s), the Promoters are not in a position to allot the

Apartment due to revision of the building plans or for any reasons whatsoever beyond the control of Promoters, the Promoters may consider for an alternative Apartment and in case of failure to do so, the Promoters shall refund only amount paid (after deducting selling expenses incurred), without any interest however subject to deductions of taxes paid by the Allottee as per the relevant provision of the relevant act and Promoters shall not be liable for payment of any compensation on this account whatsoever. Refund of monies paid towards taxes shall be as per the applicable provisions of the scheme opted by Promoters on the date of cancellation. Should the Allottee not be interested in the alternate allotment then the Allottee shall intimate the Promoters of his/ her/ their non-acceptance within 30 (thirty) days of the dispatch of the intimation from Promoters failing which it will be presumed that Allottee has accepted the offer of alternate allotment.

9. PROJECT COMPLETION

9.1 The Project shall be deemed to have been completed on the Promoters obtaining full Commencement Certificate. The Promoters shall endeavor to complete the construction of the Project by_____. This period shall be subject to Force Majeure/ Act of God.

9.2 In the event the Promoters fails to complete the construction of the Apartment and procure Part Occupation Certificate in respect thereof and give Intimation to take Possession to the Allottee within the period of project completion date, subject to Force Majeure Events, then in that event the course of termination mentioned herein below shall follow.

10. FORCE MAJEURE

10.1 The Promoters shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Building/s is delayed on account of Force Majeure Event as

mentioned in Clause 1.13.

10.2 Upon a Force Majeure Event arising, the Promoters shall automatically be entitled for an extension of time period for completion of the Project and such extension of time period for completion shall be binding on the Allottee unconditionally.

11. HANDOVER AND POSSESSION

11.1 The Promoters shall upon receiving the Occupation Certificate of the said Apartment give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.

11.2 Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoters within the period stated above and shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoters and the Promoters shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.

11.3 In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the "Possession Date" and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date.

11.4 It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in

respect of the said Apartment and the said Buildings including maintenance charges, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Society and use of the Common Areas and Amenities

11.5 The Promoters Interest shall not be paid by the Promoters if the Allottee commits any breach of terms and conditions contained herein.

11.6 In case the infrastructure facilities are not in place at the time of handing over of possession of the Apartment by reason of any delay on the part of the government and /or any reason which delay is beyond the control and scope of Promoters, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the Apartment.

11.7 The Promoters have made it clear to the Allottee that the Promoters may after handing over of the said Apartment, carry out extensive development / construction activities in the Project which includes the area around the said Building in which the Apartment is located and that Allottee has confirmed that he/ she shall not raise any objection or make any claim for compensation from Promoters on account of inconvenience, if any, which may be suffered by him/ her/them due to such development/ construction activities or incidental/ related activities.

11.8 It is clarified that Promoters shall send its Intimation to take Possession to Allottee at his/her address as mentioned in this Agreement unless any change of address has been notified to the Promoters in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he has committed any

default or breach of any of the terms and conditions in this Agreement by reason of the Promoters not having received the notice of change of address.

11.9 The Allottee, transferee and allottee(s) of the Apartments in the additional construction that may be carried out, shall be admitted as and made members of the said Society, with the same rights, benefits and interests, depending on whether the Allottee is the allottee of a residential apartment, subject to payment of share application money, membership fees and subject to the same conditions, duties, liabilities and obligations as stated herein. The Allottee expressly recognizes confirms, agrees and consents to the Promoters rights, benefit and interests as aforesaid and to what is mentioned hereinabove in this clause and the Allottee, shall not raise any objection or dispute in respect thereof.

11.10 The Allottee shall check all the Internal Apartment Amenities before taking possession of the same. Thereafter, the Allottee shall have no claim against the Promoters in respect of any item of work in the Apartment or in the said Building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

11.11 The Allottee shall before delivery of possession of the said Apartment as mentioned above, deposit the following amount with the Promoters-

i) Rs._____/- for share money, application entrance fee of the Society;

ii) Rs._____/- per sq.ft. for development charges;

iii) Rs._____/- for legal charges;

iv) Rs._____/- for deposit towards water, electricity and other utility and services connection charges;

v) Rs._____/- for deposit towards provisional monthly contribution towards outgoings of the Society for___months

as applicable for proportionate share of taxes and other charges/levies in respect of the Society;

vi) Rs._____/- for Gas Connection

11.12. The above amounts are not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee(s) in respect of the above amounts deposited by the Allottee(s) with the Promoters.

12. <u>DEFECT LIABILITY PERIOD</u>

12.1 The provisions of the Act mandate a defect liability period of 5 (five) years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.

12.2 The Promoters has informed the Allottee that upon the completion of the Project the Promoters shall hand over to the Society the warranties, guarantees and annual maintenance contracts that shall be received by the Promoters from third party contractors /vendors.

12.3 In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party contractors / vendors, then in that event the wherever possible such defects shall be rectified by the Promoters at its own cost and expense. Provided However, the Promoters shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Wings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not

make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability-obligation of the Promoters shall automatically become void and shall not be binding on the Promoters and all consequences relating to such defect and remedying thereof shall be to the account of the Allottee. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglection the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottees /occupants, vagaries of nature etc.

12.4 It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limiting of the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.

12.5 Further where the manufacturer warranty as shown by the Promoters to the Allottee ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoters) are not done/renewed by the Society, the Promoters shall not be responsible for any defects occurring due to the same.

12.6 The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

12.7 The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/ Unit/ Wing/ Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

13. USE AND OCCUPATION

13.1 The Allottee shall use the Apartment only for residential purpose. In case the Apartment is permitted commercial use by authorities, then the Allottee shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoters or any other persons of the said Society and the other occupiers of the said Building in which the Apartment is situated or to any one in its vicinity or neighbourhood.

13.2 In an event of increase in any local taxes, water charges, insurance and such other levies that are imposed by the concerned Local Authority and/or Government on account of change of user of the Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

13.3 The Allottee hereby covenants to keep the Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said Building. The Allottee further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Society.

13.4 The Allottee hereby confirms to become the member of the Society and abide by the Society`s bye-law, rules and regulations.

14. TAXES AND OUTGOINGS

14.1 Within 30 (thirty) days after the Intimation to take Possession is given by the Promoters to the Allottee or on the date of possession taken by the Allottee, whichever is earlier, the Allottee 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 said Apartment, the said Building and the Project 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 said Apartments, the said Building and the Project.

14.2 The Allottee shall be liable to pay the aforesaid amounts as and when demanded by the Society. Further, till such time the Allottee is admitted as the member by the Society. In the event, there is any delay on the part of the Allottee to make any payments demanded by the Promoters then the Promoters shall be entitled to recover the aforesaid amounts together with interest from the Allottee.

14.3 The Allottee shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoings.

14.4 In case after the handing over of possession of the Apartment, on the Promoters determining that there is any deficit in any of the amount then the Allottee shall forthwith on demand pay to the Promoters the Allottee's proportionate share to make up such deficit.

14.5 It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas, telephone, internet, DTH and other bills for the Apartment and the Allottee shall be liable to pay electricity, gas and other bills for the

individual meters separately.

14.6 So long as each Apartment in the said Building is not being separately assessed for municipal taxes and water charges, the Allottee shall pay to the Society a proportionate share of the municipal tax, water charges and all such relevant charges applicable assessed by the MCGM in respect of the said Building, the Common Areas and Amenities of the said Property. Such proportion shall be determined by the Society on the basis of the area of the Apartment. However, for the purpose of determining such proportion, the area of the unsold Apartments shall not be taken into account.

15. INDUCTION AS MEMBER OF THE SOCIETY

15.1 The name of the Society shall always be "Shefali Villa Co-operative Housing Society Limited". The Promoters shall be however, be entitled to market and/or sell and promote the project as "Empire Stella".

15.2 As the said Society is already in existence, the Promoters shall call upon the Allottee to join in as member of the said Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, duly filled, signed and return the Promoters within 15 (fifteen) days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to make necessary application to the said Society on behalf of the Allottee for admitting the Allottee as the member of the said Society, subject to the Allottee making payment of requisite membership fees, share application money and such other amounts payable to the said Society. The Society shall not issue share certificate to any Allottee or member without obtaining the NOC from the Promoters certifying that the Promoters has no outstanding/dues pending on any account to be received from the Allottee.

15.3 The Allottee shall have to become member of the Society after occupation of Apartment and obey the bye laws and rules and regulations of the Society.

15.4 It is expressly agreed that the said Society will maintain all the Common Areas and Amenities including but not limited to the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and it is hereby expressly agreed and confirmed between the Parties that all such general facilities shall be for the use of the Allottees of the Apartments in the Buildings and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the said Society as may be determined by the said Society, shall be final and binding.

15.5 It is expressly and specifically agreed, understood and confirmed that considering the overall development of the said Property, the Allottee shall not take charge or demand administration of the said Building, till the Buildings are duly completed by the Promoters and till entire F.S.I. including TDR consumption benefits available in respect of the said Property is duly utilized by the Promoters and final OC is obtained and the Allottee has observed and performed and fulfilled his/ her obligations under this Agreement without any delay or default.

15.6 As the said Property is owned by the said Society, the Allottee confirms that he/ she will not call upon or compel the Promoters to do any other act, deed or thing in pursuance of the Act in regards to the conveyance of the said Property and the Buildings.

15.7 The Allottee shall observe, perform and comply with the rules and regulations and bye- laws of the said Society as well as any additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Property and the Apartments and car-parking spaces therein. The

Allottee also agrees to abide by the Applicable Law, rules, regulations and bye-laws for the time being of the MCGM and other concerned local authorities and government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the said Society regarding occupation and use of the said Apartment and shall pay all outgoings and liabilities in respect thereof, in accordance with the terms of this Agreement and as stipulated by the said Society.

15.8 The Allottees of the other apartments and/or transferees of the Apartment shall subject to payment of share application money and membership fees to the Society, be admitted as members of the said Society.

15.9 The Allottee hereby expressly recognizes, confirms, agrees and consents to the Promoter's rights, benefit and interests as aforesaid and to what is mentioned hereinabove in this clause and the Allottee, shall not raise any objection or dispute in respect thereof.

16. <u>CREATION OF THIRD PARTY RIGHTS</u>

16.1 BY THE PROMOTERS:

After the Promoters executes this Agreement, the Promoters 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 in the said Apartment.

16.2 BY THE ALLOTEE:

(i) Prior to the payment of the entire Consideration, the Allottee shall not transfer the registration, booking or allotment of the Apartment in favour of a third party without the prior written approval of the Promoters, who may at its sole discretion permit the same on payment of transfer

charge and any other administrative charges as may be fixed by the Promoters from time to time, submission of inter alia affidavit/ undertaking / request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by Promoters, subject to clearing all the sums due and payable on the date of request. Further, the Allottee agrees and undertakes to execute/ register the deed, document, agreement or writing as maybe requested by Promoters to record the transfer as mentioned hereinabove. However, if such transfer takes place pursuant to the Allottee being admitted as a member of the Society then the Allottee shall be required to follow the rules, regulations and bye laws of the Society.

(ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/ register the deed, document, agreement or writing as may be requested by Promoters to record the transfer as mentioned hereinabove.

(iii) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoters in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the byelaws of the Society. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoters.

(iv) On the Promoters handing over the possession of the said Apartment in accordance with this Agreement, the Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party in accordance with the bye laws of the Society and taking NOC from the Developer and the society as well before selling and transferring the

property.

(v) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/ transferee. The Allottee shall indemnify and keep indemnified the Promoters against any action, loss, damage or claim arising against Promoters for non-payment of such stamp duty and requisite charges.

(vi) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoters. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/ transfer.

(vii) It is specifically made clear to the Allottee that as understood by the Promoters at present there are no instructions/ directions of the Competent Authority to restrict any nomination/ transfer/ assignment of the Apartment. However, in the event of any imposition of such instructions/ directions at any time after the date of this Agreement to restrict nomination / transfer/ assignment of the Apartment by any Competent Authority or for the payment of stamp duty or any other charges through any order and by virtue of which Promoters need to comply with the same then in that case the Allottee shall abide by the same.

17. TERMINATION

17.1 The occurrence, happening or existence of any of following events shall be considered as the "**Allottee's Event of Default**"-

(i) Failure on part of the Allottee to make payment of any instalments/ outgoings/ payments under this Agreement; or

(ii) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out hereinabove; or

(iii) Breach by the Allottee of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement; or

(iv) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoters, amounts to an event of default. The Allottee hereby agrees and confirms that the decision of the Promoters in this regard shall be final and binding on the Allottee.

17.2 On the occurrence, happening or existence of any of the Allottee's Event of Default as stated above, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee or by email at the email address ("**Allottee's Default Notice**") 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. Upon failure of the Allottee to rectify/cure the Allottee's Event of Default within the time period stipulated in the Allottee's Default Notice, without prejudice to any other right or remedy available to the Promoters under the applicable Laws or as envisaged in this Agreement, the Promoters shall have the right to terminate this Agreement without any further notice/intimation to the Allottee. The Allottee shall forthwith come forward and execute and register a Deed of Cancellation in favour of the Promoters and Allotee/s alone shall pay all dues such as Stamp duty and Registration Fees and other out of pocket expenses.

17.3 On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above, the Parties mutually agree that the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i together with any other amount which may be payable to the Promoters and subject to the adjustment/ deduction related to the Government statutory dues, duties and taxes, bank loan, brokerage,

if any) within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation, the consideration or part thereof which may till then have been paid by the Allottee to the Promoters (excluding the amount/s paid by the Promoters to various Authorities as and by way of taxes, duties etc.) but the Promoters shall not be liable to pay to the Allottee any interest on the amount so refunded.

17.4 The Promoters may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the consideration and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as maybe decided by Promoters. The Promoters may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.

17.5 Upon the cancellation/ termination, the Promoters shall be entitled to sell or otherwise dispose of the Apartment to any other person/ party whomsoever, at such price, in such manner and on such terms and conditions as Promoters may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that the Promoters shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the consideration (including all outstanding amounts like bank loan, brokerage etc., if any, payable by the Allottee to the Promoters.

17.6 The Allottee agrees and undertakes to execute and register a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the

Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoters shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoters shall take cancellation charges from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.

17.7 The Promoters have informed the Allottee and the Allottee having understood have agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoters shall refund the amounts refundable to the Allottee after deducting therefrom 10% of the consideration. Further, amounts already paid towards taxes, duties, outgoings, brokerage etc. shall also be deducted from the consideration.

17.8 It is expressly agreed between the Parties that in case the Allottee/s has obtained a loan/ availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoters shall have an option to make payment of refund amounts to the concerned bank/ financial institution.

17.9 The said refund by the Promoters to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims including bank loan if any of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.

17.10 In the case of joint allotment of the Apartment in favour of joint

Allottees, the Promoters shall make all payments/ refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/ refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottees (if any).

17.11 If upon termination by the Promoters, Allotee does not come forward for execution and registration of Deed of Cancellation then the Promoters shall be entitled to forfeit the entire amount received.

17.12 The occurrence, happening or existence of any of following events shall be considered as the "**Developer's Event of Default**" -

(i) Failure of the Promoters to give Intimation to take Possession to the Allottee by_____from the date of execution and registration of this Agreement subject to Force Majeure; or

(ii) Breach by the Promoters of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement.

17.13 Upon the cancellation/termination of this Agreement on account of the Developer's Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoters under the terms of this Agreement (excluding taxes etc. that have been paid by the Promoters to the Government/Statutory Bodies/Authorities and excluding bank loan, brokerage, if any). In such a case as provided under the Act, the Promoters shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoters.

17.14 In an event the Promoters completes construction of the said Building before time, then the Allottee hereby agrees and undertakes to pay the consideration amount payable for early

completed stage as per the payment linked to the stage immediately on demand. Further, the Promoters shall not provide early payment discount in case the construction has been completed before the agreed timeline. Further the Allottee in case of Developer's Event of Default can also take appropriate action as per the law in force.

18. MUTUALCOVENANTS

18.1 Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the apartments and the Promoters is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc., as displayed in the said sample apartment, other than as expressly agreed by the Promoters under this Agreement.

18.2 The Promoters shall be entitled to allot all Apartments (forming part of the Promoters's Free Sale Portion as defined in the said Development Agreement) and parking spaces intended to be constructed on the said Property ultimately with a view that the Allottees of the aforesaid shall be admitted as members of the said Society. It is agreed and clarified that the Promoters shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Promoters Free Sale Portion as defined in the said Redevelopment Agreement separately and independently and the Allottees of all the Apartments shall be admitted as members of the said Society.

18.3 The Promoters shall if necessary, become member of the said Society in respect of the unsold units in the Project. As and when the Promoters transfers assigns and disposes off such rights and benefits in the unsold units at anytime to anybody the assignee, transferee and/or the buyers thereof shall become the members of the said Society in respect of the said right and benefits. The

Allottee herein and the said Society will not have any objection to admit such assignees or transferees as its members and the Allottee hereby gives his/her specific consent to them being admitted.

18.4 The Promoters shall not be liable or required to pay to the said Society, any transfer fees/ charges and/or any amount, compensation whatsoever for the sale/allotment or transfer of the Free Sale Portion (as defined in the said Redevelopment Agreement) after the Building/ buildings is/are handed over to the said Society.

18.5 All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters including stamp duty payable in respect of such documents, shall be borne and paid by the Allottee/s alone.

18.6 As and when called upon by the Promoters, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoters for admitting the Allottee as the member of the Society. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be required by the Promoters from time to time for safeguarding the interest of the Promoters in the said Property and the said Building.

18.7 It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand sub-division of the said Building or the said Property or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Building.

18.8 The Promoters shall obtain all such insurances as may be notified by the concerned authorities and shall be liable to pay the premium

and charges in respect thereof before transferring the insurance to the Society. All the documents relating to the insurance shall be handed over to the Society upon completion of the Project.

19. ALLOTTEE'S COVENANTS

19.1 The Allottee shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoters on the terms particularly stated herein.

19.2 The Promoters shall be entitled to materialize and take full advantage/benefit of the said Property as described in the First Schedule hereunder written and as given by the said Society in the Development Agreement by amending, modifying the building proposals from time to time as per the provisions of RERA for constructing the building/s and/or the additional floors and selling the same.

19.3 The plans of the said Building/s is/ are tentative in nature and subject to change and the Promoters so long as they are permitted by the MCGM or other Authorities, for all times in future, shall be entitled to amend and/or modify any of the approved Plans and/or the Common Areas and Amenities so as to exploit the full commercial potential of the said Property and the Promoters at its absolute discretion carry out the construction and complete such construction and sell the Apartments in the said Building as per the provisions of RERA.

19.4 The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said Property or any part thereof or otherwise on the said Property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper in accordance with the terms of the

Redevelopment Agreement.

19.5 The Allottee as the member of the said Society shall not raise any objection on any ground as to the Promoters' rights, reserved herein.

19.6 Under this Agreement, the Promoters have agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee shall always be in respect of the Apartment only and such right will accrue to the Allottee only on the Allottee making payment to the Promoters of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.

19.7 The Promoters shall be entitled to alter the terms and conditions of the agreements to be executed relating to the other Apartments in the Buildings and including the user/s thereof and the persons who purchase the other Apartments in the Buildings shall be entitled to use the Apartments acquired by them for such purpose as may be agreed to by and between the Promoters and such persons and as may be permissible under the Act or the rules and regulations of the local authorities.

19.8 The development rights for the said Property have been granted to the Promoters by the said Society and with an understanding that the Allottee shall be admitted as a member of the said Society. The Allottee agrees and undertakes that within 15 (fifteen) days the Allottee being put into possession of the Apartment the Allottee, inter alia, shall do the following to be admitted as a member of the said Society:

(i) Apply for Membership with the applicable membership fee;

(ii) Execute an undertaking to use the Apartment for the purpose for which it is allotted and not to change the user thereof and to abide by all the byelaws, rules and regulations of the said Society;

(iii) To unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoters.

(iv) Pay maintenance charges (as decided by the society), outgoings due and taxes in respect of the Apartment ;

(v) Cause the said Society to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoters from time to time for safeguarding their interest in the said Property and the said Building.

(vi) After compliance with the aforesaid requirements, the Allottee shall submit to the said Society, membership application form along with true copy of this Agreement for Sale (being duly registered).

(vii) The Promoters shall co-operate with the Allottee and assist her/him in acquiring membership to the said Society within 90 days from the date of the Allottee taking the possession of the Allottees Apartment and making all the payments to the Promoters under Clause 5 of this Agreement.

(viii) The Allottee shall not do or suffer to be done anything in or to the said Building, Apartment, additional areas, staircase**,** common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the Apartment itself or any part thereof and to maintain the Apartment at the Allotee's own cost in good repair and condition from the date on which the Possession Date**.** In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.

(ix) The Allottee shall not store anything in the refuge floor nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or

storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(x) Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(xi) Not to carry out / undertake any such acts that shall result in any defect/s in the Apartment or Wing or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoters shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved Allottees in the Project.

(xii) To carry out at his/her/their own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in/to the Apartment or the said Building which may be contrary to the rules and regulations and/or of applicable and bye-laws of the Society .The Promoters has informed the Allottee and the Allottee hereby confirms having been informed and understood the rules and regulations and such other applicable law and byelaws of Society. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be

responsible and liable for the consequences thereof to such authorities and/or Society.

(xiii) Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.

(xiv) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment or within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment without the prior written permission of the Promoters/Society, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Property.

(xv) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Apartment.

(xvi) Not to install a window air conditioner outside the Apartment and ODU placement to be done as per designated space provision in the plan.

(xvii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(xviii) Not to delay/default in payment of 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 from time to time.

(xix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assignment or parting with interest etc. Post the handover of the possession of the said Apartment to the Allottee, the Allottee shall create third party rights in the form of sale, lease, leave and license etc. subject to the bye laws of the Society.

(xx) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the said Property and the said Building;

(xxi) The Allottee/s shall not decorate or alter the exterior of the Apartment affecting the elevation or external structure or stability of the said Building.

(xxii) The Allottee shall not hang clothes or dry outside the windows and balconies of the Apartment.

(xxiii) The Allottee shall install window/ split air-conditioners or cooling units only at such places as may have been prescribed there for.

(xxiv) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, said Building or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters.

(xxv) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the

surface or other drains or in or upon any part of the Apartment and/or the said Building nor litter or permit any littering in the common areas in or around the Apartment and/or the said Building and at the Allottee′ s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the said Building to the requirement and satisfaction of the Society and/or relevant government and statutory authorities;

(xxvi) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, waterline, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the said Building;

(xxvii) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Buildings;

(xxviii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the Apartment or on or through the windows or doors thereof any flag-staff, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee on the main door of the Allottee's Apartment in such places only as shall have been previously approved in writing by the

Promoters/Society;

(xxix) Not to use the open places, terrace, stilt/basement (if any) in the said Building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

(xxx) Not to use the terrace in the said Building or in the said Project for said installing Building or in the said Project for said installing mobile towers or hoardings;

(xxxi) Not to park at any other place and shall park all vehicles in the allotted/designated parking spaces only as may be earmarked and prescribed by the Promoters;

(xxxii) Not to any time demand partition of the said Building and/or said Property etc. and/or his/ her/ their interest, if any.

(xxxiii) Shall not violate and shall abide by all rules and regulations framed by the Promoters or by the said Society, for the purpose of maintenance and up-keep of the Buildings and in connection with any interior / civil works that the Allottee may carry out in the Apartment.

(xxxiv) Shall not violate and shall observe and perform all the rules and regulations which the said Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Buildings 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 shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Apartments in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xxxv) Shall not do or permit or suffer to be done anything in or upon the Apartments or any part of the said Building which

is or may, or which in the opinion of the Promoters is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining Apartments or the neighborhood provided always that the Promoters shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining Apartments of the said Building and the Allottee shall not hold the Promoters so liable.

(xxxvi) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.

(xxxvii) Shall never in any manner enclose any flowerbeds/ pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Promoters/ Society shall have the right to inspect the Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the Apartment to its original state.

20. <u>RIGHTS OF THE PROMOTERS</u>

20.1 The Promoters shall have irrevocable, unconditional and unfettered right and been titled to and the Allottee shall permit the Promoters and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Apartment to view and examine the state and conditions thereof. The Allottee shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the

Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the Apartments in the said Building in respect whereof the Allottees of such other Apartments, as the case maybe, shall have made default in paying his share of taxes, maintenance charges etc.

20.2 Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoters) as also permission/no objections for mortgaging the Apartment or creating any charge or lien on the Apartment and notwithstanding the mortgages/charges/lien of or on the Apartment, the Promoters shall have first and exclusive charge on the Apartment and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoters under this Agreement or otherwise.

20.3 The Promoters shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances in respect of the Apartments forming part of the Promoters Free Sale Portion as defined in the said Redevelopment Agreement in the Buildings.

21. <u>REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE</u>

21.1 The Allottee represents and warrants that:

(i) The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoters;

(ii) He/She/they has/ have not been declared and/ or adjudged to be

an insolvent, bankrupt etc. and/or ordered to be wound up, as the case maybe;

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;

(iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/them;

(vi) no execution or other similar process is issued and/or levied against him/ her/ them and/or against any of his/ her/ their assets and properties;

(vii) he/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;

(viii) he/ she/ they has/ have not compounded payment with his creditors;

(ix) he/ she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence;

(x) he/ she/ they is/ are competent to contract and enter into this Agreement as per the prevailing Indian Laws;

21.2 The Promoters considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement upon reliance of the same.

22. <u>INDEMNITY</u>

The Allottee hereby covenants with the Promoters to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoters and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages,

claims, suits, proceedings, expenses, charges that the Promoters may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her representatives or any person/s visiting the Allottee or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the said Building, the said Property and the Common Areas and Amenities.

23. NOTICE

23.1 All letters, circulars, receipts and/or notices issued by the Promoters dispatched under Certificate of Posting to the address known to them of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promoters. For this purpose, the addresses are as under:-

Allottee

Address:- _____

Promoters

Address:- 201, Tanishka Commercial Premises, Akurli Road,

W.E. Highway, Kandivali (East), Mumbai – 400 101

23.2 A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery;

(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

23.3 It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case maybe.

23.4 In case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

24. STAMP DUTY AND REGISTRATIONCHARGES

24.1 The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act,1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee/s alone in full. The Promoters will lodge this Agreement for registration with the Office of the concerned Sub- Registrar of Assurances at Mumbai latest within 1 (one) month from the date of its execution, and the Allottee shall attend the Sub-Registrar's Office and admit execution thereof, upon and after the Allottee informs the Promoters of the number under which it has been lodged for registration. In case of a Deed of Cancellation being executed, the stamp duty and the registration charges shall be payable by the Allottee alone. In case of the Deed of Cancellation, the Allottee shall be entitled to claim the refund of the stamp duty amount paid in respect of the Apartment (if any).

24.2 The Allottee shall pay the amount of GST and/or sales tax and/or vat levied, any other tax made payable on the sale of the said Apartment, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at anytime hereafter on the Apartment and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act, Goods and Services Tax and/or any other tax statute.

25. THE ALLOTTEES CONFIRM THAT:

25.1 the new building is deficient in open space and MCGM will not be held liable for the same in future;

25.2 he/ she/ they have no objection for the neighborhood development with deficient open space in future;

25.3 he/ she / they shall not hold MCGM liable for failure of mechanical car parking system and car lift in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due to flooding in pit if any and maintenance of mechanical parking system shall be done regularly;

25.4 he/ she / they shall not hold MCGM liable for any mishap due to provision of additional height of stilt for provision of parking/ parking tower;

25.5 There is inadequate maneuvering space of car parking and Allottee shall not make any complaint to MCGM in this regard in future before submission of OCC/BCC.

26. <u>MISCELLANEOUS</u>

26.1 Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of the said Property, hereditaments and Apartment or any part thereof or of the said Building thereon or any part thereof.

26.2 The Allottee confirms that the Allottee has visited and has physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral

representation concerning the said Building or the Apartment.

26.3 The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the Apartment and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

26.4 For the purposes of this transaction, the details of the PAN of the Promoters and the Allottee are as follows:-

(i) Promoters PAN _____

(ii) Allottee's PAN _____

27. DISPUTE RESOLUTION/ GOVERNING LAW

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

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

28. JURISDICTION

The appropriate Authority/Courts at **Mumbai**, as applicable, will have jurisdiction in the matter.

29. WAIVER

29.1 No forbearance, indulgence, relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or

acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

30. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments due as stipulated in the payment plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoters.

31. 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, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the said Building or the said Property.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE ON

ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

33. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other Applicable Laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are 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 maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. FURTHER ASSURANCES

The 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

FIRST SCHEDULE

ALL THAT piece and parcel of land together with structure standing thereon situated lying and being at Plot No.4, Road No.3, C.T.S. No.1133 corresponding Survey No. 107, Hissa No. 4(part) of Village Eksar, Borivali (West), Mumbai 400 103 admeasuring 727.20 sq.mtrs. along with the building known as Shefali Villa in the registration district and sub-district of Mumbai City and Mumbai Suburban within the limits of Mumbai Municipal Corporation.

SECOND SCHEDULE

A Flat/ Office/ Shop bearing No. _____ admeasuring _____sq. ft. Rera Carpet area (approx.) on the _____ floor together with the____Stilt/ Open Car Parking bearing Car Parking No.____on the stilt level of the new building named as "**Empire Stella"** on the property more specifically described in First Schedule.

THIRD SCHEDULE

(Internal Apartment Amenities)

1.

2.

3.

4.

5.

SIGNED SEALED AND DELIVERED)

by the withinnamed "**PROMOTERS"**)

M/S. EMPIRE REALTY,)

through its Partners)

MR. SAHIL VIRANI &)

MR. MANSURALI VIRANI)

In the presence of ...)

1._________________________________)

2._________________________________)

SIGNED SEALED AND DELIVERED)

by the withinnamed " **ALLOTTEE** (s)")

-)

-)

In the presence of

1.__________________________)

2.__________________________)

RECIEPT

RECEIVED with thanks of and from Mr./Mrs. _____ the Allottee/s herein, the sum of Rs. _____/- (Rupees_____Only) by Cheque No. _____ dated_____drawn on_____bank being the part payment towards the Purchase Consideration of Rs._____/- (Rupees_____Only) pursuant to clause_ of this Agreement.

Rs _____

WE SAY RECEIVED

For **M/s EMPIRE REALTY**

Promoters

WITNESSES:

1.

2.