

SAMAK CONSTRUCTIONS PRIVATE LIMITED

Shop A/3, Gurunanak Market, M.S. Ali Road, Mumbai – 400 007

CIN : U45400MH2007PTC0170081

Cell No: +91 98210 33552 / +91 99699 33552

To,

Maha RERA Authority,

6th floor, HousefinBhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date: - 10/08/2024

Subject: - Deviation Report on Agreement for sale the project named **THE EMPIRE TOWER**
Located at. C.T. 5 NO. 1191, 1/1191, 2/1191, 4/1191, 1192, 1/1192, 1193, 1194, 1190, 3A/1191,
1A1/1191 OF GIRGAON DIVISION AT MAULANA SHAUKATALI ROAD, GRANT ROAD (E), MUMBAI-
400007.

Deviation Clause

Clause no as per our draft	Actual clause
3.	The Purchaser/s/Allottee/s hereby agree/s to pay to the Promoters/Developers, the amount of the purchase price of Rs.____/- (Rupees _____Only) in the following manner: (a) (i) By paying Rs. ____/- (Rupees _____Only) as Earnest Money or Deposit before the execution of this Agreement; (10%) (ii) Amount of Rs. ____/- (Rupees _____Only) on execution of this Agreement; (20%)t; (20%) (b) Amount of Rs. ____/- (Rupees _____Only) on completion of plinth of the building in which the said



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premises are located; (15%)

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

(ii) Rs. _____ /-(Rupees _____ only) to be paid within 7 days from the date of intimation about the completion of the brick work of the said premises and internal and external plastering; (5%)

(iii) Rs. _____ /-(Rupees _____ only) to be paid within 7 days from the date of intimation about the completion of the flooring & plumbing work of the said premises; (5%)

(iv) Rs. _____ /-(Rupees _____ only) to be paid within 7 days from the date of intimation about the completion of the electrical work of the of the said premises; (5%)

(v) Rs. _____ /-(Rupees _____ only) to be paid within 7 days from the date of intimation of completion of lift, water pump, entrance lobby etc.; (10%)

(c) Rs. _____ /- (Rupees _____ only) being the balance purchase price, within 7 days from the date on which the Promoters/Developers gives to the Purchaser/s/Allottee/s, a written intimation that the said premises is ready for occupation irrespective as to whether the Purchaser/s/ Allottee/s takes possession



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	thereof or not. (5%). (e) The total price excludes G.S.T. and any other statutory dues, cesses or taxes as may levied in respect of intended sale and the Project. The time for each of the aforesaid payments as well as other payments to be made by the Purchaser/s/ Allottee/s to the Promoters/Developers shall be the essence of the contract, considering the rebate and concessions granted by the Promoters/Developers while arriving at the purchase/sale price. The Promoters/Developers will forward to the Purchaser/s/Allottee/s the intimation of the Promoters/Developers having carried out the aforesaid work at the address given by the Purchaser/s/Allottee/s under this Agreement and the Purchaser/s/Allottee/s will be bound to pay the amount of installments within seven days of Promoters/Developers dispatching such intimation by Courier or Ordinary Post at the address of Purchaser/s/Allottee/s as given in these presents. The Promoters/Developers have represented that the installments paid by the Purchaser/s/Allottee/s shall be deposited in an account specified for the said project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder;
6.	the Promoters/Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters/Developers after three defaults in payments of installments by the purchaser by giving the Purchaser/s/Allottee/s 15 days prior notice in writing of their intention to terminate this Agreement and



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	specifying the breach or breaches of the terms and conditions
11.	xi) A portion of the said property admeasuring 55.22 sq. mtrs. falls within road set back and the project RG to be provided by the Promoters admeasuring an area of 444.76 sq. mtrs. is shown as scattered over the entire property and which R.G. Area shall be solely maintained by the Purchasers of the Sale Wing A and B of Monopoli; [CHECK] xii) The Purchaser/Allottee is put to notice that the Rehab Residential and Sale Building Wings C as well as Rehab Building Wings 'A' and 'B' being the Rehabilitation Wings would avail access from MaulanaShaukat Ali Road, however through separate entrances as shown marked on the Plan hereto annexed with neither being entitled to utilize the other's exclusive entrance. [CHECK] (xiii) The Purchaser/Allottee is put to notice that the Ramp leading into the Parking Podiums and basements of B and C Wings is a Common Ramp turning towards 'B' Wing as well as towards 'C' Wing. Besides the said Common Ramp the basement under Building Wing 'C' is connected to the Basement under Building Wing 'B' and the access thereto is thru the basements under 'C' Wing. Accordingly, the commercial Occupants of B Wing would avail of to and fro access from the basements located below 'B' Wing into the 'C' Wing Basements and that the Purchaser/Allottee shall not in any manner obstruct the access of the Commercial Occupants of 'B' Wing to the 'B' Wing Basements through the inter connected 'C' Wing Basements and any attempt to obstruct or hinder any such access will be treated as a



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	serious breach of this Agreement resulting in termination thereof.
12.	m. He/she/they shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence in the case of Residential Premises and commercial in the case of a Commercial Premises. He/she/they shall not use the podium/ stilt parking space if allotted to the Purchaser/s/Allottee/s as an extra amenity for the purposes other than for keeping or parking the Purchaser/s/Allottee/s's own motor car. He/she/they/it is fully aware that the parking if allotted to the Purchaser/s/Allottee/s will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Flat Purchasers and the Purchaser/s/Allottee/s agrees to abide with the same. The Purchaser is aware that the Terrace on the 66th Floor forms part of the Triplex flat on the 64th, 65th and 66th floor and the Purchaser shall not in any manner seek to disturb the occupation user and ownership of the said terrace areas, (which form part of the said Triplex flats) by the Purchaser of the said Triplex flats. n. He/she/they agree, accept and acknowledge that he/she/they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members



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like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. Further, he/she/they shall only cover the windows with safety grills in the manner, specification and design as suggested by the Promoters/Developers and as per the sample already placed on the site. He/she/they will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

- o. He/she/they shall at his/her/their own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to him/her/them and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and he/she/they shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
- p. He/she/they is/are also aware that the Promoters/ Developers have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the podium, parking floor areas shown in the plan hereto. Such exclusive rights which has already been given or are to be given have been shared with him/her/them and he/she/they herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in



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



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- q. He/she/they shall and will from time to time and at all times hereafter abide by, observe, perform and carry out and comply with all the terms and conditions contained in the said permissions, IOD, NOC etc. and the terms and conditions and obligations to be performed and complied with by him/her/them under these presents and that the conditions that may be imposed hereinafter by the Government of Maharashtra, M.C.G.M., M.B.R.R.B., MHADA, MMRDA or any other Public Authority and shall not do any act or commit any breach which may prejudicially or adversely affect the same.
- r. He/she/they hereby further covenant/s, agree/s and undertake/s to the Promoters/Developers that the he/she/they shall not claim any compensation from any Competent Authority or from the Promoters/ Developers herein/their nominees in respect of inadequate open space all around the project. He/she/they are fully aware and hereby confirm that he/she/they shall not object to the concessions availed by the Promoters/Developers for deficiency in the open space.
- s. He/she/they is/are fully aware that an Electric Sub-Station is being provided for ensuring Electric Supply to all the Buildings in the different phases of development and he/she/they agrees to pay his/her/their proportionate share of the cost of provision of the Electric Sub-Station as and when described by the Promoter/Developer.
- t. He/she/they agrees not to transfer, assign, or part with his/her/their interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written approval of the Promoters/Developers.



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u. He/she/they and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters/Developers and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Promoters/Developers and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

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

w. He/she/they shall be responsible for and indemnify and keep indemnified, the Promoters/ Developers of from and against all



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

- x. He/she/they hereby covenant/s that from the date of possession he/she/they shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her/them in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
- y. The Purchaser/Allottee agrees, confirms and records that the Purchasers has been informed and put to notice that the Promoters/Developers would be acquiring adjoining contiguous



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	properties bearing C.S. No.1199, 3/1191, 1A/1191, 1152 and 2/1189 of Girgaum Division and developing the same as the further phase of development on obtaining requisite approvals at the Purchasers/Allottees does hereby irrevocably approval to the same and agrees to execute from time to time such other writings that the Promoters/Developers may require in regard to further phases of development disclosed by the Developers to the Purchasers. z. The Purchaser/Allottee agrees and confirms that the Purchaser/Allottee nor the Association/Society of Flat Holders of Wing 'C' will in any manner hinder, obstruct or prevent the access of the Commercial Occupants of Wing 'B' to the basements under Wing 'B' through the basements of Wing 'C' in view of the access to the basement under Wing 'B' being connected through the basements under Wing 'C'. The Purchaser/Allottee further agrees and confirms that the Purchaser/Allottee shall not avail of any entry or access into the Parking Podiums of Wing B nor the basements of Wing 'B' and shall not park his/her/their vehicle therein, even temporarily in any part of Wing 'B' being fully aware that the parkings in the Podiums of Wing B and basements below Wing 'B' are exclusively reserved for the Commercial Occupants/Premises Holders of Wing 'B' and their guests.
15.	It is clearly agreed by and between the parties hereto that the 64th, 65th and 66th Floor flats comprise Triplex Flats with part of the 66th floor being Terrace area and which forms a part of the Triplex flats with an internal access only through the said Flats and none of the Flat Holders in the Building C shall be entitled to avail any part of the Terrace which form a part of the Triplex flats on the 64th to 66th floor.



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	IT IS ALSO ACCORDINGLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building "The Empire Tower" shall belong exclusively to such Purchaser/s/ Allottee/s and such terrace spaces are intended for the exclusive use of the said terrace Purchaser/s/Allottee/s.
18.	The development of the Project being a Phased development if at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Promoters/Developers become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Promoters/Developers become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Promoters/ Developers shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Purchaser/s/Allottee/ss thereof even if the conveyance/lease has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Promoters/Developers of other premises in the said building and/or on the said property.
21.	. (i) The Promoters/Developers hereby declare that they are



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

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

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

b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, extra and extra F.S.I. which may be available at any time hereafter in respect thereof for any



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

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



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	on the said property. d) All such new and extra tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters/Developers , and neither the Purchaser/s/Allottee/s herein, nor the Common Organization of Purchaser/s/Allottee/ss shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters/ Developers shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s/Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s/Allottee/s hereby grants his/her/their approval to the same; e) The Common Organization of Purchaser/s/Allottee/s shall admit as its members all Purchaser/s's of such new and extra units/premises/tenements whenever constructed on the said building. f) The Promoters/Developers shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Promoters/Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Promoters/Developers may desire or deem fit.
22.	(d) The Purchaser/s/Allottee/s is/are also aware that the Promoters/Developers have already allotted to some other Purchaser/s as and by way of an extra amenity the exclusive right to



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park vehicles / cars in the podium, parking floor areas shown in the plan hereto. Such exclusive rights which has already been given or are to be given have been shared with the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles/car as afore stated are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Purchaser/s/Allottee/s otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee's premises. The Purchaser/s/Allottee/s agree/s and undertake/s to support any further exclusive rights to park that may be created by the Promoters/Developers herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Agreement shall be treated as an approval to the Promoters/Developers granting such exclusive rights to flat purchasers. Agreed further that the approval given herein shall be treated as an affirmative vote of the Purchaser/s/Allottee/s and the



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	Purchaser/s/Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
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Thanking You,

For M/S. SAMAK CONSTRUCTIONS PRIVATE LIMITED

P.D. Shinde

Director

Date: 10/08/2024

