

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made and executed at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twenty Five (2025)

### **BETWEEN**

**M/S. EMPIRE REALTY**, a partnership firm, registered under the provisions of The Partnership Act, 1932 and having its office at 201, Taniska Commercial Premises CHS Ltd., Akruli 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 be deemed to mean and include the partners for the time being and from time to time constituting the firm and the survivor/s of last of them and the heirs, executors and administrators of the last survivor of them, and their/his/her assigns) of the **ONE PART**;

### **AND**

\_\_\_\_\_ [of Mumbai, Indian inhabitant, residing at \_\_\_\_\_] / [a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at \_\_\_\_\_] / [a company registered under the provisions of the Companies Act, 2013 and having its registered office at \_\_\_\_\_] / [a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at \_\_\_\_\_], hereinafter referred to as “**THE ALLOTEE(S)/PURCHASER(S)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, the heirs, executors and administrators and the permitted assigns of the individual / in case of a partnership firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns / in case of a company its successors and permitted assigns / in case of a limited liability partnership its successors, and permitted assigns) of the **OTHER PART**;

### **WHEREAS:**

- A. One Nagindas V. Godiwala and his wife Kalpana Nagindas Godiwala (“**Original Owners**”) were absolutely seized and possessed of or

otherwise well and sufficiently entitled to all that piece or parcel of land or ground admeasuring 4704.05 sq.mtrs. or thereabouts (equivalent to 5626 sq.yards or thereabouts) bearing Survey No.40 Hissa No.1 (Part) and Survey No.43 Hissa No.1 (Part), and C.T.S. No.1054 of Village Dahisar, Taluka Borivali, Mumbai Suburban District together with 1/3<sup>rd</sup> undivided share right, title and interest in the well and in the area of the land surrounding the well and admeasuring 291.8 sq.mtrs. equivalent to 350 sq.yards or thereabouts adjoining the aforesaid land.

- B. By and under an Indenture of Lease dated 4.05.1973 (“the **said Indenture of Lease**”) executed between the Original Owners of the One Part and M/s.Patel Dodhia and Associates (“**Patel**”) of the Other Part, Original Owners demised in favour of Patel, the aforesaid land by way of lease for a period of 98 (ninety eight) years with effect from the 4.05.1973, at or for the rent reserved therein and subject to the covenants, obligations, terms and conditions contained therein.
- C. By a separate writing dated 04.05.1973, Original Owners gave an opportunity to Patel to purchase the aforesaid land on the terms and conditions contained therein.
- D. By an Indenture of Assignment dated 31.10.1973 made between Patel and M/s. Empire Builders (“**Empire**”), Patel transferred and assigned in favour of Empire all their leasehold right, title and interest in the aforesaid land under the said Indenture of Lease for the unexpired period of the lease term stipulated thereunder together with the benefit of the aforesaid Writing dated 04.05.1973, in the manner contained therein.
- E. The aforesaid Nagindas C. Godiwala died intestate on 09.11.1973 leaving behind him, his wife viz., the said Kalpana N. Godiwala as his only heir and legal representative according to the law of succession by which he was governed at the time of his death. The said Kalpana N. Godiwala obtained the Letters of Administration dated 05.08.1975 to the estate her husband the said late Nagindas C. Godiwala from the High Court of Judicature at Bombay.
- F. The Empire exercised the option to purchase the aforesaid land contained in the said aforesaid Writing dated 04.05.1973.
- G. Certain disputes and differences arose between Empire and the said Kalpana N. Godiwala. The said Kalpana N. Godiwala filed a RAE Suit No.537/1992 of 1980 against Patel and Empire before the Small Causes Court at Bombay, and inter alia sought for reliefs, prayers, decree and declaration as contained thereunder. The aforesaid Suit was settled out

of Court and a Consent Decree was obtained therein on 09.09.1980 (**"the Consent Decree"**) whereby it was agreed and declared by the parties to the suit that the leasehold right, title and interest of Patel in the aforesaid land under the said Indenture of Lease executed by the Original Owners in favour of the said Patel was duly assigned in favour of the partners of the Empire in the shares mentioned therein and Empire had duly, properly and validly exercised the option contained in the said writing dated 04.05.1973 addressed by the Original Owners to Patel to purchase the aforesaid land and that the partners of Empire were entitled to the sale in their favour or in favour of their nominee/s of the reversionary right in respect of the aforesaid land from the said Kalpana N. Godiwala on the terms and conditions stated in the said Writing dated 04.05.1973 and that the partners of the Empire nominated M/s.Jayantilal Babulal Muchhala HUF (**"Jayantilal"**) as their nominee in respect of the above matter.

- H. Under the Consent Decree passed in the aforesaid Small Causes Court Suit being RAE No.537/1992 of 1980 the partners of Empire sold, conveyed and assigned unto Jayantilal all their leasehold right, title and interest in the aforesaid land under the said Indenture of Lease for the unexpired period of the lease term stipulated thereunder and the said Kalpana N. Godiwala sold, conveyed, transferred and assured to Jayantilal the reversionary right, title and interest in the aforesaid land in accordance with the terms and conditions mentioned in the said Writing dated 04.05.1973 for the consideration mentioned in the Consent Decree. The Consent Decree operated as the assignment of the leasehold right, title and interest of the partners of Empire and the conveyance of the reversionary right, title of Kalpana in the aforesaid land in favour of Jayantilal for the consideration mentioned in the Consent Decree. Further, by and under the Consent Decree Jayantilal was put in exclusive possession of the aforesaid land.
- I. Jayantilal being desirous of developing the aforesaid land by constructing thereon building/buildings consisting of residential flats, shops, offices, garages and other premises as may be permissible in law, obtained the requisite permission in that behalf from the competent authority under the Urban Land (Ceiling and Regulation) Act, 1976 as recorded in the Order No.C/ULC/DESK-XV/6(i)/SR-V-523/XIX-517/903/v-523 dated 27.07.1983 issued by the Dy. Collector and Competent Authority, (ULC), Greater Bombay. In furtherance of the aforesaid, Jayantilal obtained necessary approvals and sanctions from the MCGM and other concerned authorities to the plans and specifications for construction of the building/s consisting of residential

flats, shops, offices, garages and other premises as permissible on the aforesaid land. Accordingly Jayantilal constructed on the aforesaid land/ part thereof, building known as “Arun Apartment” consisting of Wings A B comprising of ground plus 3 upper floors and Wing C with ground plus 2 upper floors in total, each, consisting of a total of 43 residential flats, as per the plans and specifications approved by the MCGM. The MCGM issued Occupation Certificate bearing No.OE/5815/BS-II/AR dated 8.4.1991 in respect thereof.

- J. Jayantilal sold all the flats in the Existing Building, to various purchasers by diverse agreements, for suitable consideration, under Maharashtra Ownership Flats Act (MOFA) 1963 and the purchasers of the aforesaid flats, formed a housing society under the name of “Om Arun Co-operative Housing Society Limited” (**“the Society”**) which was registered with Registrar of Co-operative Housing Societies, bearing Registration No. BOM/WR/HSG/(TC)/4768/89-90 dated 4.12.1989 having its registered address was at S.V. Road, Near DCB Bank, Dahisar (East), Mumbai – 400 068.
- K. Pursuant to an Application made by the Society namely Application No.23 of 2017 before the Competent Authority appointed under Section 5A of MOFA i.e. the District Deputy Registrar of Co-operative Societies, Mumbai City – 4 under Section 11 (3) of MOFA read together with the amended applications from time to time, by an Order Cum Certificate bearing No.DDR-4/Mum/DC/Om Arun CHSL /2036/2017 dated 16.08.2017 (**“the Deemed Conveyance Order”**) the Competent Authority held that the Society is entitled to Unilateral Conveyance for a portion of land out of the aforesaid land i.e. land admeasuring 2023.87 sq.mtrs. along with setback, R.G., internal Roads, all other common properties, facilities, amenities as available in respect of the said plot of land out of the Larger Land viz., larger total undivided land admeasuring 4599.7 sq.mtrs., on land bearing C.T.S No.1054 in Plot “B” corresponding to Survey No.40, Hissa No.1(part), Survey No.43, Hissa No.1 (part), in village Dahisar, Taluka Borivali in the Mumbai Suburban District within the Registration District and sub-District of Mumbai City and Mumbai Suburban alongwith the building situated thereon known as “Om Arun Co-operative Housing Society Ltd., in the manner therein contained.
- L. Pursuant to and in furtherance of the aforesaid and in exercise of the powers conferred upon the Competent Authority under Section 5A of MOFA, a Conveyance Deed (Deemed/Unilateral) dated 18.10.2019 (**“the Deemed Conveyance”**) came to be executed by the District Deputy Registrar, Co-operative Societies (4), on account of the

defaulting predecessors/landlords/ promoter in title as per the revenue records or land records or city survey records viz., M/s.Jayantilal Babulal Muchhala HUF through its constituted attorney (a) Arunkumar Jayantilal Muchhala, (b) Prabodhkumar Jayantilal Muchhala, (c) Rohitkumar Jayantilal Muchhala, (d) Subodhkumar Jayantilal Muchhala, (e) Rajeshkumar Jayantilal Muchhala therein referred to as the Vendors of the First Part and on account of the defaulting confirming parties viz., (i) Dahisar Bhavana CHSL and (ii) Shakuntala Narayan Ulhal therein referred to as the Confirming Parties of the Second Part in favour of the Society herein, therein referred to as the Society of the Third Part, for conveyance of the property more particularly described under the Deemed Conveyance Order, at or for the consideration and in the manner contained therein. However, the aforesaid Deemed Conveyance is signed/executed by Shri. K. P. Jabale [in exercise of the powers conferred upon the Competent Authority under Section 5A of MOFA, by the District Deputy Registrar, Co-operative Societies (4)]. Due to Covid-19 situation and change in office bearers the aforesaid Conveyance Deed was subsequently executed by the competent authority in August 2022, however due to the delay of execution from the date of Order of Adjudication i.e.18.10.2019 the registration of the Deed was barred.

- M. In or around the year 2021, pursuant to an Application (for Rectification of the Deemed Conveyance Order) made by the Society namely Application dated 22.08.2023 before the Competent Authority appointed under Section 5A of MOFA i.e. the District Deputy Registrar of Co-operative Societies, Mumbai City – 4, a Corrigendum bearing No.DDR-4/ Mum/ DC/ Corrigendum/ Om Arun CHSL /2984/2023 dated 30.10.2023 (**“the Corrigendum”**) was issued by the competent authority to the Deemed Conveyance Order thereby permitting the rectification in description of the property under the Deemed Conveyance Order, in the manner therein contained. The Corrigendum provides for the following description of the property to replace and substitute the description of the property under the Deemed Conveyance Order:

“Land admeasuring 1726.02 sq.mtrs. (i.e. Area of Plot B) along with 50.42% proportionate undivided share in common R.G. & Internal Road Area admeasuring about 592.96 sq.mtrs.; in aggregate total 2318.98 sq.mtrs. from the Larger Land admeasuring 4599.7 sq.mtrs., in CTS bearing No.1054 corresponding to Survey No.40, Hissa No.1(part), Survey No.43, Hissa No.1 (part), in revenue Village Dahisar, Taluka Borivali alongwith the building standing thereon namely “Om Arun” Co-operative Housing Society Limited” situated at Plot-B, S.V.Road, Near

DCB Bank, Dahisar (East), Mumbai – 400068, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban” (hereinafter collectively referred to as “**the Corrigendum Property**”).

- N. By and under a Re-Development Agreement dated 10.04.2024 (hereinafter referred to as “**the Development Agreement**”) made between the Society therein referred to as the Society of the First Part and the Promoters herein viz. M/s. Empire Realty therein referred to as the Developer of the Second Part and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No.BRL-5/6873 of 2024, the Society granted unto the Promoters, development rights and license to enter upon and the re-develop/construct a new building/s on the Corrigendum Property, at or for the consideration upon the terms and conditions and in the manner therein contained.
- O. In furtherance to the Development Agreement, the said Society has also executed a Power of Attorney dated 10.04.2024 (“**the POA**”) in favour of the Mr.Sahil Virani and/or Mr.Mansurali Virani, Partners of the Promoters, to do various acts, deeds and things on behalf of the Society in furtherance of the redevelopment of the said Society in respect of the Corrigendum Property. The POA is registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No.BRL-5/6874 of 2024.
- P. By and under a Supplementary Deemed Conveyance Deed dated 29.05.2024 (Deemed/Unilateral) (“**the Supplementary Deemed Conveyance**”), made between the same parties as the aforesaid Conveyance Deed (Deemed/Unilateral), and registered with the office of the Sub-Registrar of Assurances at Borivali under serial No.BRL-2/9167 of 2024, the Vendors and the Confirming Parties (through the Competent Authority) granted the deemed conveyance unto and in favour of the Society in respect of the Corrigendum Property more particularly described under the Deemed Conveyance Order, in the manner therein contained.
- Q. By and under a Deed of Rectification [to the Supplementary Deemed Conveyance] dated 29.05.2024 (“**Deed of Rectification**”), made between the same parties as the Supplementary Deemed Conveyance, and registered with the office of the Sub-Registrar of Assurances at Borivali under serial No.BRL-2/9168 of 2024, the parties thereto rectified the description of the property to the Corrigendum Property, in the manner therein contained.

- R. By an Order bearing No.C/Karya/7B/PoVi/SRB-6142 dated 25.9.2024 passed by the Office of the District Collector, Mumbai Suburban District, approval was granted in respect of sub-division of the Larger Land bearing C.T.S. No.1054 of Village Dahisar, Taluka Borivali, Mumbai Suburban District admeasuring 4599.70 sq. mtrs. into 2 parts: (i) C.T.S. No.1054 (Part) belonging to the Society admeasuring 2157.51 sq. mtrs. and (ii) C.T.S. No.1054 (Part) belonging to the Dahisar Bhavna Co-operative Housing Society Ltd. admeasuring 2442.19 sq. mtrs.
- S. Pursuant to the aforesaid, the land bearing C.T.S. No.1054 (Part) admeasuring 2157.51 sq. mtrs. was renumbered as C.T.S No.1054/B and by an Entry dated 11.12.2024, the name of the Society was recorded as the holder in the Property Register Card thereof.
- T. The land bearing C.T.S. No.1054/B of Village Dahisar, Taluka Borivali, Mumbai Suburban District admeasuring 2157.51 sq. mtrs. Along with the building standing thereon namely “Om Arun” Co-operative Housing Society Limited” situated at Plot-B, S.V.Road, Near DCB Bank, Dahisar (East), Mumbai – 400068, within the Registration District of Mumbai Suburban is hereinafter collectively referred to as “**the said Property**”.
- U. Pursuant to the Development Agreement and POA, the Promoters herein are entitled to Free Sale Flats (after providing area to the Society Members) in constructed area of the proposed new building to be constructed on the said Property and are entitled to deal with and dispose of the same and enter into the Agreements for Sale with the prospective purchasers for sale of the premises forming part of the aforesaid constructed area and to receive the consideration in their names.
- V. The Promoter herein have proposed the said Property development as a single layout along with the adjoining property of Dahisar Bhavana CHSL, thereby amalgamating the lands of Om Arun CHSL (subject matter Society Land) and Dahisar Bhavana CHSL (adjoining Society). The Promoters herein and M/s. MV Group (the developers/builders of Dahisar Bhavana CHSL) shall develop the amalgamated lands as per their respective terms of development with their respective Societies in such a manner that the RG/LOS and such other common layout benefits

shall belong to both Societies. The Societies, Om Arun CHSL and Dahisar Bhavana CHSL have accordingly passed a unanimous resolution in the SBGM dated \_\_\_\_\_ and \_\_\_\_\_ respectively thereby according their consent to the aforesaid amalgamation of the lands and utilization/ consummation of the RG/LOS, as a single layout and as such obtain approvals and permissions for development including IOD as a single layout. The subject matter of the Development of the said Property and the New Building thereon is shown as Building No.\_\_\_\_\_.

- W. The MCGM has granted layout Intimation of Disapproval (“**IOD**”) bearing reference No.P-21983/2024/ (1054)/R/ N Ward/ DAHISAR R/N/ 337/ 1/ New dated 13.09.2024 reflecting the proposed Building No. 1 (on the land of Dahisar Bhavana CHSL) and Building No.2 (on the said Property) on the Larger Property where-under the said Property is reflected as Building No\_\_\_\_. MCGM has issued a Commencement Certificate (“**CC**”) in respect of Building No.\_\_\_\_\_ dated \_\_\_\_\_ bearing Ref. No.\_\_\_\_\_ for construction of the proposed \_\_\_\_\_ building to be constructed on the said Property. Annexed hereto as **Annexures “\_\_\_” and “\_\_\_”** are copies of the IOD and CC.
- X. The Promoters have commenced the development on the said Property and proposed to construct on the said Property, a new building consisting **ground plus 14 upper floors (Basement + Common Ground /Stilt floor + Common 1st & 2nd Podium floor Wing ‘A’ & Wing ‘B’ having 3rd to 14th upper floor)** (“the said Project”).
- Y. The Promoters have appointed **M/S Key Arch** registered with the Counsel of Architects as Architect and the said agreement/writing is as per the Agreement prescribed by the Counsel of Architects. The Promoters have also appointed **M/S AVP Structural Consultants** as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said New Building unless otherwise agreed upon by the said Architect and/or the Structural Engineer.
- Z. The Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter’s Architects **M/S Key Arch**, , and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made there-under.



- AA. M/s. ASD Associates, Advocates & Solicitors have issued Title Report dated **24-02-2025** in respect of the said Property. The copy of the said Title Report, the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **Annexures** “\_\_\_\_\_ & \_\_\_\_\_” respectively.
- BB. The authenticated copies of the plans of the layout as proposed by the Promoters and according to which the construction of the new building and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as **Annexure** “\_\_\_\_\_”. 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 and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building.
- CC. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while development of the said Property and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
- DD. The Allottee has applied to the Promoters for allotment of Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (hereinafter referred to as “**the said Apartment**”) RERA Carpet Area of the proposed new building known as “**Empire Greens**” (hereinafter referred to as “**the said Building**”), along with \_\_\_\_ Car Parking Space/s in the \_\_\_\_\_ (hereinafter referred to as “**the said Car Parking Space**”) of the said Building constructed on the said Property. The said Apartment and the said Car Parking Space are collectively referred to as “**the said Apartment/Premises**”, more particularly described in the **Second Schedule** hereunder written and shown in \_\_\_\_\_ colour hatched lines on the plan annexed hereto.
- EE. Prior to execution of this Agreement, the Allottee has with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoters to develop the said Building and such title being clear and marketable; (ii) the approvals, permissions (including IOD and CC) obtained till date and (iii) the Promoter’s entitlement to develop the said Property and construct the said Building under various provisions of the DCR and other applicable laws and sell the premises

therein. The Allottee hereby undertakes not to hereafter raise any objection and / or make any requisitions with respect to the title of the Promoters to the said Property. The Allottee undertakes that he/she/it/they have verified with their financial advisor and confirm/s that the Allottee has the financial capacity to consummate the transaction.

- FF. The Promoters have registered the said Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at \_\_\_\_ No.\_\_\_\_\_.
- GG. The Allottee has prior to the date hereof, examined a copy of the RERA certificate and has caused the RERA certificate to be examined in detail by their Advocate and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the said Property. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA rules and has understood the documents and information in all respects.
- HH. 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.
- II. Section 13 of the said 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 the said Agreement under the Registration Act, 1908.
- JJ. In accordance with the terms and conditions 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 Premises at or for an agreed lumpsum aggregate consideration of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) (hereinafter referred to as “**the Sale Consideration**”) and the Allottee has agreed to pay to the Promoters, the Sale Consideration in the manner hereinafter appearing.

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

1. The Promoter shall construct the said building/s consisting of \_\_\_\_\_ plus \_\_\_\_\_ upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

**2. APARTMENT & CONSIDERATION:**

- a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. \_\_\_\_ of the type \_\_\_\_\_ BHK of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor (hereinafter referred to as "**the Apartment**") in the building proposed to be constructed on the said Property by the Promoters known as "**Empire Greens**" ("**the said Building**"), as shown in the Floor plan thereof hereto annexed and marked Annexures \_\_\_\_\_ for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith.
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_\_ type of car parking spaces bearing No(s). \_\_\_\_ admeasuring \_\_\_\_\_ sq. meters having \_\_\_\_\_ length, \_\_\_\_\_ breath and \_\_\_\_\_ vertical clearance height situated at \_\_\_\_\_ of the Building to be constructed on the said Property for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), subject to the approval by the concerned authorities.
- c. The Total aggregate consideration amount for the Apartment including the Car Parking Spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("**The Total Consideration**").
- d. The Allottee has paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment or application fee and the above payment is received by us have been deposited in RERA designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ branch having IFS code \_\_\_\_\_ situate

at \_\_\_\_\_. In addition to the above mentioned Bank Account, we have opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having account no. \_\_\_\_\_ and \_\_\_\_\_ respectively. The Allottee(s) hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and all other payments including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft, in the favour of “\_\_\_\_\_,” as per the Payment Schedule/Installment Pattern mentioned below in the following manner: -

- i. An Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on Booking
- ii. An Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on Initiation of Excavation.
- iii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the Plinth of the building or wing in which the said Apartment is located;
- iv. An Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of 1<sup>st</sup> Podium Slab
- v. An Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of 2<sup>nd</sup> Podium Slab
- vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 4<sup>th</sup> RCC slab;
- vii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 6<sup>th</sup> RCC slab;
- viii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 8<sup>th</sup> RCC slab;
- ix. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 10<sup>th</sup> RCC slab;
- x. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 12<sup>th</sup> RCC slab;
- xi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the 15<sup>th</sup> RCC slab;
- xii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of Block Work and Internal Plaster;
- xiii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of External Plaster and Internal Tilling;
- xiv. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of External Plumbing, Water Pump, Staircase and Electrical Wiring;

- xv. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid on completion of the Lift and Sanitary fittings upto the floor level of the said Apartment.
- xvi. Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- e. The Total Consideration above excludes Goods and Service Tax (GST) or any other similar taxes/new taxes, levies/cess or government levies/cess of any nature which may be levied, in connection with the construction of and carrying out the Project payable by the Allottee in respect of the said Premises.
- f. The Total 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 Promoter 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 Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- g. The Promoter may not allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- h. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupation Certificate (OC) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any

increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2(a) of this Agreement.

- i. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- j. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority Occupation Certificate in respect of the Apartment.
- k. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the Occupation Certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2(c) herein above (**"Payment Schedule"**).

3. **SCOPE OF THE PROJECT:**

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or TDR-FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by it on the Project Land in the said Project and

Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

**4. FAILURE OF OBLIGATIONS AND ITS CONSEQUENCES:**

- a. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which becomes due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- b. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4(a) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments at any time, the Promoter shall at his own option, Terminate this Agreement. Provided that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD/Email/Courier at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of the Promoter's intention to Terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages, brokerages paid, marketing costs or any other amount which may be payable to Promoter) within a period of thirty (30) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. **AMENITIES:**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure \_\_\_\_\_, annexed hereto.

6. **POSSESSION:**

The Promoter shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4(a) hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:-

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

7. **PROCEDURE FOR TAKING POSSESSION:**

- a. The Promoter, upon obtaining the Occupation Certificate (OC) from the competent authority and the payment of Total Consideration along with the applicable GST and taxes made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within \_\_\_\_ days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupation Certificate of the Project.
- b. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- c. Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7(a) the Allottee shall



take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7(b) hereinabove, such Allottee shall continue to be liable to pay maintenance charges as applicable upon expiry of the aforementioned time in clause 7(b) hereinabove.

- d. If within a period of five (5) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. It is expressly agreed that due to changes made by the Allottee/s in the Flat/Apartment (internally or externally) or said Building or other Allottee/s of the flats in the said Building if any complaint/defect arises, then in such circumstances the Promoters shall not be liable or responsible for repairs and the costs of the same shall not be borne/paid by the Promoters.
- e. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.
- f. Upon completion of the New Building and receipt of the Occupation Certificate in respect of the New Building and subject to the Allottee/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Society shall admit the Allottee/s as members of the Society, subject to the Allottee/s agreeing to abide by the rules, regulations and bye-laws of the Society, and subject to the Promoters informing the Society to admit the Allottee/s as the member of the Society, together with a copy of this Agreement. The Allottee/s agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoters. The Allottee/s shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Allottee/s hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the

same. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Promoters Premises in the New Building shall at all times be and remain the absolute property of the Promoters and the Promoters may if they so desire, become member/s of the Society in respect thereof and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. After the receipt of the Occupation Certificate, the Promoter shall be required to pay a fixed sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) per month in respect of each unsold premises towards outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees. Charges and/or non-occupancy charges, donation, premium any amount compensation whatsoever to the Society/Apex body for the sale / allotment or transfer of the unsold areas or elsewhere, save and except the municipal taxes at actuals (levied on unsold premises).

- g. On the Promoters intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters have informed the Allottee/s, and the Allottee/s is/are aware that the Allottee/s will be enrolled as a member(s) of the Society upon payment of requisite membership fees and share application money and compliance of the procedure of the Society.
- h. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpetarea of the Apartment) of outgoings in respect of the project land and Building/snamely 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 project land and building/s. The Allottee further agrees that till the Management of the Building is not handed over to the Society the Allottee shall pay to the Promoter provisional monthly contribution of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) per month towards the outgoings to the Promoters. The amounts sopaid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the handover of the Project to the Society.

**8. DEPOSITS AND CHARGES:**

The Allottee shall on or before delivery of possession of the said Apartment/Premises keep deposited with the Promoter, the following amounts:

- a. Rs.\_\_\_\_\_-/- for share money, application entrance fee of the New Society;
- b. Rs.\_\_\_\_\_-/- for proportionate share of taxes and other charges/levies in respect of the Society;
- c. Rs.\_\_\_\_\_-/- for deposit towards provisional monthly contribution;
- d. Rs.\_\_\_\_\_-/- for Deposit towards Water, Electric, and other utility and services connection charges;
- e. Rs.\_\_\_\_\_-/- for deposits of electrical receiving and Sub Station providedin said Plot;
- f. Rs.\_\_\_\_\_-/- towards development charge; and
- g. Rs.\_\_\_\_\_-/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with this drafting and engrossing this agreement, executive and administration works.

**1. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- a. The Promoter has clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report, if any;

- d. There are no other litigations pending before any Court of law with respect to the project land or Project;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- i. After the completion of the said Project in all its respects and receipt of Full Occupation Certificate, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building to the Society;
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report, if any.

## 2. **OBLIGATIONS OF THE ALLOTTEE(S):**

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

- a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the new building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.
- d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i. 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 Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Until the completion of the said Project in all its respects and complete handover thereof to the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. The Allottee(s) further confirms and agrees:

- i. That the building under reference is deficient in open space and B.M.C/ M.C.G.M will not be held liable for the same in future.
- ii. That the buyer/ member agree for no objection for the neighbourhood development with deficient open space in future.
- iii. That the buyer/ members will not held B.M.C/ M.C.G.M liable for any failure of mechanical Parking system in future and proper precaution and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly.
- iv. That the buyer/ members will not held B.M.C/ M.C.G.M liable for any mishap due to provision of additional height of stilt for provision of parking.
- v. That there is in adequate maneuvering space of car parking and buyer/ member will not make any complaint to B.M.C/ M.C.G.M. In this regard in future before submission of OCC/ BCC.
- vi. That the prospective buyers or members are been informed that complaints of whatsoever nature from prospective occupants/ buyers as regards parking spaces agreement / Inadequate parking ration will not be entertained.

3. **FORMATION / ADMISSION TO SOCIETY AND TRANSFER OF TITLE:**

The Allottee along with other allottee(s)s of Apartments in the building shall upon completion of the payment of Sale Consideration and all other charges as provided under these presents, join the already existing Society i.e. Om Arun Co-operative Housing Society Limited and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for the admission in the Society for becoming a member, adhering to the rules and bye-laws of the Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Society itself, as the case maybe, or any other Competent Authority.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e., proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance,

common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society does not get handover of the said Project after completion by the Promoters herein, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.\_\_\_\_\_-/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a handover of the New Building and the affairs/ management thereof in favour of the society as aforesaid.

4. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the completion of the said Project in all its respects and complete handover thereof to the Society as hereinbefore mentioned.

5. **MORTGAGE / CHARGE:**

After the Promoter executes this Agreement, he 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 who has taken or agreed to take such Apartment.

6. **BINDING EFFECT:**

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



application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

7. **ENTIRE AGREEMENT:**

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

8. **RIGHT TO AMEND:**

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

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

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

10. **SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall

be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

**12. FURTHER ASSURANCES:**

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

20.1 In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter / allottee / both, as the case may be, in accordance with the agreed terms of payment.

**13. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Mumbai**. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**14. NOTICE:**

That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID specified in the Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

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.

15. **JOINT ALLOTTEES:**

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

16. **STAMP DUTY AND REGISTRATION:**

All costs charges and expenses arising out and incidental to this Agreement, including the stamp duty and registration charges payable for this Agreement or any agreement or deed or document as may hereafter be executed in pursuance of this Agreement shall be borne and paid by the Allottees exclusively.

17. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

18. **GOVERNING LAW:**

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

**IN WITNESS WHEREOF** the Promoters and the Allottee/s have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

**FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO:**

(Description of “the said Land”)

All that piece or parcel of land admeasuring 2157.51 sq. mtrs. bearing C.T.S. No.1054/B of Village Dahisar, Taluka Borivali, Mumbai Suburban District together with Existing Building known as “Om Arun Co-operative Housing Society Limited” standing thereon situate at Plot B, S.V.Road, Dahisar East, Mumbai Suburban District comprising of A Wing, B Wing, and C wing wherein A and B wings each with ground plus 3 upper floors and C wing with ground + 2 upper floors in total consisting a 43 residential flats at Plot B, S.V.Road, Dahisar East, Mumbai Suburban District, and bounded as follows: On or towards West: CTS No.1055, On or towards East: Dahisar Bhavna CHSL & Access Road, On or towards North: Sai Mandir, and Krushna Kunj, CTS No.1055 On or towards South: Gulistan Park, CTS No.1053

**SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:**

(Description of “the said Premises”)

An Apartment/Flat/Unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. feet RERA carpet area on the \_\_\_\_\_ floor of the building ‘ \_\_\_\_\_ ’ to be constructed on the said Land described in First Schedule together with \_\_\_\_ car parking space in the \_\_\_\_\_ of the Building.

**THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:**

(Description of “Common Areas and Facilities”)

The nature, extent-and- description of common areas and facilities

**AMENITIES**

**INTERNAL AMENITIES**

- 1 Solid RCC Frame structure designed as per Seismic Zone III standards
- 2 Exquisite Vitrified flooring in all rooms
- 3 Elegant Granite platform with S.S. Sink and ceramic tile dado upto door height in kitchen.
- 4 Designer ceramic tile flooring and dado upto door height of bathroom
- 5 Concealed plumbing with hot and cold water in bathroom with branded C.P Fittings
- 6 Concealed copper wiring with adequate power points in each flat with modular switches and provision for telephone & TC points.

**COMMON AREAS AND FACILITIES**

- 1. CCTV cameras in common areas
- 2. Lavish entrance lobby WIFI enabled
- 3. High speed lifts
- 4. Rainwater Harvesting
- 5. Family Sit out areas on terrace
- 6. Kids play area & Gardens
- 7. Senior citizens sit outs
- 8. Indoor games (carom, table tennis, chess, dart)
- 9. Fitness centre
- 10. Society Office
- 11. Watchman cabin
- 12. Toilet/ W.C. in common areas
- 13. MGL Gas connection
- 14. Driver waiting area
- 15. Yoga deck
- 16. Video door phone

**SPECIAL SECURITY AMENITY**

- Each member home will have **High end video door phone security facility** connected to common lobby to enable restricted entry of people. (2 Tier security system)

A.) Description of the common areas provided:

Sr. No.	Type of Common Areas to be provided	Proposed Occupancy Certificate	Proposed Date Of Hand Over for use	Size Areas of Common Amenities
1	Entrance Lobby		31-03-2030	Wing A & B Total= 88.69
2	Lift Lobby		31-03-2030	Wing A & B Total= 2050.82
3	Terrace Area		31-03-2030	454.31

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

<b>Sr.No</b>	<b>Type of Facilities/Amenities Provided</b>	<b>Proposed of Occupancy Certificate</b>	<b>Proposed date of Handling over to the society /Common Organisation</b>	<b>Size area of Facilities /Amenities</b>	<b>FSI utilised</b>
1	Fitness Centre		31-03-2030	144.57	Nil

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

<b>Sr.No.</b>	<b>Type of facilities / amenities provided</b>	<b>Phase name/ number</b>	<b>Proposed Date of Occupancy Certificate</b>	<b>Proposed Date of handing over to the Society/ common organization</b>	<b>Size/area of the facilities/ amenities</b>	<b>FSI Utilized or free of FSI</b>
1	Society Office			31-03-2030	19.65	Nil

D.) The size and the location of the facilities/amenities in form and open spaces (RG/PG etc.) provided/ to be provided within the plot and/or within the layout.

<b>Sr. No.</b>	<b>Type of open spaces (RG/PG) to be provided</b>	<b>Phase name/ number</b>	<b>Size open spaces to be provided</b>	<b>Proposed Date of availability for use</b>	<b>Proposed Date of handing over to the common organisation</b>
1	Recreation Garden		733.13	31-03-2030	31-03-2030

E.) Details and specifications of the lifts:

Sr. No.	Type Lift ( passenger / service / stretcher/ goods/fire/ evacuation/ anyother	Total no. of lifts provided	Number of passenger or carrying capacity in weight (kg).	Speed (mtr./sec)
1	Passenger Lift	Wing A & B Total= 2		
2	Service Lift	Wing A & B Total= 2		
3	Fire Lift	Wing A & B Total= 2		

At 'A': to provide the details of the common areas provided for the project.

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

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

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

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

**SIGNED, SEALED AND DELIVERED BY** )

the within-named “**PROMOTERS**” )

**M/S. EMPIRE REALTY** )

through it’s authorized signatory )

Mr. Sahil M. Virani )

in the presence of.... )

1.

2.

**SIGNED AND DELIVERED BY** )

the within-named “**ALLOTTEE/S**” )

\_\_\_\_\_ )

in the presence of... )

1.

2.



**RECEIPT**

**RECEIVED** of and from within-named Allottee/s a sum of Rs.\_\_\_\_\_/- (Rs. \_\_\_\_\_ Only) being earnest money/monies payable by him/her/it/them to us in the following manner :

Sr.No.	Payment details  (cheque, bank, date)	Amount (Rs.)

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

We say received,

For, **M/S. EMPIRE REALTY**

WITNESSES:

- 1.
- 2.

**M/S. EMPIRE REALTY**  
**....PROMOTERS**  
**AND**  

---

**....ALLOTTEE/S**

\*\*\*\*\*

**AGREEMENT FOR SALE**

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**Dated this \_\_\_\_ day of \_\_\_\_\_ 2025**

**M/s. ASD Associates,**  
**Advocates & Solicitors.**