SHRI GAJANAN PRASANNA

AGREEMENT FOR SALE

This Agreement for Sale Is Made and Executed At Pune on This ---Day of August in The Year 2026.

BY AND BETWEEN

M/S. EMPIRE DEVELOPERS,
A registered Partnership Firm, registered under Indian Partnership Act 1932, having office at – Flat No. 32,33, Wing A, Prabhakar Housing Society, Kothrud, Pune 411038, PAN No. AAKFE3640A
Through its partner
1) MR SIDDHESHWAR RAJSHEKHAR KALSHETTY,
Age about 29 years, Occu. - Business,
R/at – Flat No. 32,33, Wing A, Prabhakar Housing Society, Kothrud, Pune 411038
2) MR AKSHAY NITIN SUTAR,
Age about 28 years, Occu. - Business,
R/at – 142, Bhelke Nagar, Kothrud, Pune 411038

Hereinafter called as the **"PROMOTER"**

(which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partners, and person/s who may be admitted as partner/s of the said firm on reconstitution of the said firm, and on dissolution of the said firm, the rights and obligations under this agreement to whom will be allotted and partner/s heirs, executors, administrators and assignees but does not include the person who ceases to be the partner of the said firm and his heirs, executors, administrators and permitted assigns.) **Party Of The First Part.**

AND

MAHESH VISHNU KANDHARE,
Age – 35 yrs., Occupation – Service,
PAN – BLSPK2428N, Mob. No. 9049876871
AADHAR NO – 8781 9930 5720
Mail ID - kandhare.mahesh@gmail.com
R/at – NEAR Z.P SCHOOL KONDHAWALE,
KONDHAWALE MULSHI PUNE 412108

Hereinafter called as the **"ALLOTTEE"** (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ her-self/ themselves, and his / her / their heirs executors, administrators only) **PARTY OF THE SECOND PART.**

AND

1. **VISHAL SHANKARRAO PHENGASE,**
   Age about 46 years, Occu. Service,
   PAN – BINPP0075N
   For self and as a legal heir of Late Shankarrao Phengase and Kusum alias Shashikala Shankarrao Phengase
   R/at – Kothrud, Pune 411038
2. **VAISHALI SANDEP KALE,**
   Age about 51 years, Occu. Housewife,
   PAN – AQNPK5928N
   For self and as a legal heir of Late Shankarrao Phengase and Kusum alias Shashikala Shankarrao Phengase
   R/at – 54/4, Gorakshwadi, S. No. 07, S. P. Marg, Mumbai 400002
3. **ANITA ALIAS DIPTI SANDIP MULE,**
   Age about 49 years, Occu. Housewife,
   PAN – BHNPM2612M
   For self and as a legal heir of Late Shankarrao Phengase and Kusum alias Shashikala Shankarrao Phengase
   R/at – Indira Building, First Floor, Ghawba Wadi, Mumbai 400002
4. **M/S TRIMURTI CONSTRUCTION**
   THROUGH ITS PARTNERS
   1) **MUKUND DATTATRAYA BALKAWADE,**
   Age about 51 years, Occu. Business,
   PAN – ABBPB7184L
   For self as a partner and power of attorney holder of Vishal Shankarrao Phengase, Vaishali Sandeep Kale, Anita Alias Dipti Sandip Mule
   R/at – Giridhar Nagar, Warje, Pune 411 058
   2) **SURAJ SARJERAO SHELKE,**
   Age about 53 years, Occu. Business,
   PAN – AXTPS2373N
   For self as a partner and power of attorney holder of Vishal Shankarrao Phengase, Vaishali Sandeep Kale, Anita Alias Dipti Sandip Mule
   R/at – Flat No. 08, Samanway Apartment, Bhusari Colony, Kothrud, Pune
   3) **SANTOSH SAHEBRAO BHELKE,**
   Age about 38 years, Occu. Business,
   PAN – AJOPB2934M
   For self as a partner and power of attorney holder of Vishal Shankarrao Phengase, Vaishali Sandeep Kale, Anita Alias Dipti Sandip Mule
   R/at – Bhelke Nagar, Kothrud, Pune 411 038
   All through their constituted attorney
   M/S. EMPIRE DEVELOPERS,
   Through its partner

1) MR SIDDHESHWAR RAJSHEKHAR KALSHETTY,
Age about 29 years, Occu. - Business,
R/at – Flat No. 32,33, Wing A, Prabhakar Housing Society, Kothrud, Pune 411038
2) MR AKSHAY NITIN SUTAR,
Age about 28 years, Occu. - Business,
R/at – 142, Bhelke Nagar, Kothrud, Pune 411038

Hereinafter jointly and collectively referred to or called as **"OWNER/THE CONSENTING PARTY"** (which expression unless repugnant to the context or meaning thereof shall mean and include they themselves, their heirs, executors and assignees)

WHEREAS, All that property, which is more particularly described in the Schedule-I written hereunder, hereinafter referred as "**THE SAID LAND**" for the sake of brevity. The Consenting Party No. 01 to 3 are the owners of the said property and stands in the name of the Confirming Party No. 1 to 3 herein; Confirming Party No. 4 is the previous developer of the said land.

AND WHEREAS, The Confirming Party No. 4 is unable to develop said land due to their financial difficulties and accordingly the Confirming party No. 1 to 3 and 4 jointly have decided to give said land for development to professional builders and accordingly entered into development agreement and power of attorneys with Promoter herein on the terms and conditions and for the consideration as stated therein on 15/09/2023. The said Development Agreement and Power of Attorney are duly registered at the office of sub-registrar Haveli No. 01, Pune at serial no. 17991/2023 and 17992/2023;

AND WHEREAS, In pursuance of the aforesaid Development agreement the Confirming Party granted development rights to the piece and parcel of freehold land bearing CTS No. 371 admeasuring 238.22 sq. Mtrs. in area, and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement, Power of Attorney and have appointed Promoter herein authorizing act separately from each other as per their convenience as their Constituted Attorney to complete the aforesaid transaction in all respect.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove; but due to technical difficulty promoter herein is developing 157.84 Sq. Mtrs. Land out of 238.22 Sq. Mtrs. which is more particularly described in schedule – 1 written hereunder (Hereinafter referred to as "the project land"), the promoter herein reserved the remaining land admeasuring 80.384 Sq. Mtrs. for their future development.

AND WHEREAS by virtue of the provisions of the aforesaid Development Agreement/s, Power of Attorney/s, the Promoter has every right to develop the said Project Land and to construct separate building/s having Parking and 4 upper floors (hereinafter referred to as said **"BUILDING/S"**) thereat, to submit and get the plan of proposed building/s sanctioned by Pune Municipal Corporation, Pune (hereinafter referred to as said "**PLANNING AUTHORITY**"), to construct and sell the Apartments of the proposed said Building/s as per its absolute discretion, to execute and register the Agreements of the proposed Apartments of the said Building/s in the concerned registration office, receive consideration from the Apartment Allottees, pass valid receipts and to do all incidental acts, deeds to implement ownership scheme on the said Property which is the subject matter of development. The project to be developed on the said Project Land by constructing there at the said Building/s shall be known as **"EMPIRE HEIGHTS"** (hereinafter referred to as said **"PROJECT"**);

AND WHEREAS the said project situated in Kothrud Gaothan and hence the non-agricultural permission is not required as per prevailing Rule.

AND WHEREAS the Promoter herein on the basis of rights obtained prepared layout and building Plan/s of the said Project and got it approved and sanctioned by the Pune Municipal Corporation vide commencement Certificate No. CC/3462/23 dated 28/03/2024 and all requisite permissions by various Government Departments for construction of the said Building/s on the said Project Land;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

AND WHEREAS, as per the section 3(1) of the RERA Act 2016 and Circular of Rera Authority bearing No. 25A/23, the Promoter shall not require to registered the said **"EMPIRE HEIGHTS"** Project.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects 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 and the Allottee/s has/have satisfied himself/ herself/ themselves in respect of the clear and marketable title and rights and authorities of the Promoter and Confirming Party herein, and all the documents provided by the Promoter to the Allottee herein and has approached the Promoter for allotment and booking of residential Apartment in the said project and therefore, has/have agreed to purchase the residential Apartment in the said project.

AND WHEREAS the Allottee/s knowing well the above facts and having satisfied with the present and proposed sanction plan, floor plan, specifications, designs, areas, location of the said Project, amenities, common area, title documents, sanctions, applied for allotment of residential **Apartment No. 11**, which is more particularly described in the Schedule-III written hereunder and shown on the plan annexed herewith (hereinafter referred to or called as **"THE SAID APARTMENT)"** of said Building/s of **'"EMPIRE HEIGHTS"'** i.e. said Project to be constructed / being constructed / constructed on the said Project Land for and at the price hereinafter agreed. The said Apartment is delineated in Red in the floor plan annexed hereto. For the sake of convenience of registration, the smaller image of the plan is annexed herewith. A certified copy of sanctioned plans is separately provided to the Allottee/s. The list of general specifications and amenities of the said Apartment is more particularly described in schedule IV written hereunder and the common facilities, the Promoter agreed to provide for said project and building are written in schedule V and Vi hereunder, respectively;

AND WHEREAS the carpet area of the said **Apartment is 24.16 Sq. Mtrs**. and the carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. Such carpet area is calculated on bare shell basis, prior to application of any finishes/finishing material.

AND WHEREAS the Parties relying upon the said application, the Promoter agreed to allot to the Allottee/s herein the said Apartment at the price and on the terms and conditions hereinafter appearing, and the Promoter issued to the Allottee/s an "Allotment Letter" to that effect and the parties further relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs. ----------/- (Rupees ---------- only)** as advance payment in compliance with clause 13(1) of the said Act, being part payment of the sale price /consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price /consideration in the manner hereinafter appearing;

AND WHEREAS the copy of relevant Commencement Certificate/s issued by the Planning Authority is attached herewith as **ANNEXURE "A",** the copy/ies of the property Card or extract of village forms VI or VII & XII or any other relevant revenue record showing the nature of the title of the Owner /Consenting Party to the said Property described therein are attached herewith as **ANNEXURE "B".** The Title Certificate / Report (showing the title flow and encumbrances if any to or upon the said Property) issued by the Advocate of the Promoter is attached herewith as **ANNEXURE "C",** the smaller image of the floor plan, description of the said Apartment have been annexed hereto as **ANNEXURE "D"** and the general specifications of the same as agreed by the Allottee/s is mentioned in schedule iv written hereunder. A certified photo copy of the sanctioned plan is separately provided to the Allottee/s;

AND WHEREAS the Allottee/s having satisfied with the specifications of the said Apartment and with the above said title documents and sanctions inspected by him, agreed to purchase the said Apartment from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned;

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

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:-

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

The Above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this agreement are only for convenience, and are not intended in derogation of Act or the Rules made there under.

1. <u>CONSTRUCTION AS PER APPROVED PLANS</u>:-

1. The Promoter shall construct the said building/s consisting of ground and 4 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority and which have been seen and approved by the Apartment Allottee/s with only such variations and modifications as the Promoter in his sole discretion thinks fit and necessary or may be required by the Concerned Local Authority / Government to be made in them or any of them.

2. Provided that the Promoter shall have to obtain prior consent in writing from the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee which the Allottee herein has agreed to purchase in pursuance of this instrument except any alteration or additions or modification in the sanctioned plans, layout plans and specification of the building or common areas of the said Project, which are required to be made by Promoter in compliance of any direction or order etc. issued by the Competent Authority or statutory authority, under any law of the State or Central Government, for the time being in the force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION OF APARTMENT:

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment **No. 11 in "EMPIRE HEIGHTS",** which is more particularly described in schedule-II written hereunder (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed herewith and marked as Annexure-C for the total consideration of **Rs. 30,60,185/- (Rupees Thirty Lac Sixty Thousand One Hundred Eighty-Five only).**

2.2 The Specification of the said Apartment and the fixtures, fittings to be provided by the Promoter for the said Apartment are described in the Schedule-iv written hereunder.

2.3 The Total Price is escalation-free, save and except escalations/increases, due to reasons stated in clause no. 2.1, 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.

2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s as stated hereinabove. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

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

2.6 The Promoter and the Allottee agree and confirm that considering to total consideration charged by them on the basis of the carpet area of the said Apartment, the Promoter shall not charge or demand any separate amount or consideration from the Allottee on account of the following:

1) The cost of FSI/FAR utilized for the said Apartment out of the total FAR/FSI of the said building.
2) The Proportionate cost for providing the common areas, amenities and facilities for the said building.
3) The Proportionate cost for providing the common areas, amenities and facilities for the said project.
4) Proportionate cost and External Development works attributable for the said project.
5) Legal Charges of preparation of this agreement, excluding stamp duty and registration fees.
6) Charges and deposit for electricity connection and electricity meter for the said Apartment.

2.7 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.

3. PAYMENT OF CONSIDERATION

3.1 The Allottee has agreed to pay the total agreed consideration for the said Apartment to the Promoter herein in a manner as described in **Schedule VI**.

3.2 The Allottee has paid on or before execution of this agreement, paid to the Promoter herein a sum of **Rs. ----------/- (Rupees ---------- only)** being part payment towards total agreed consideration for the said Apartment as described in **Schedule – VII,** the balance consideration amount will be paid through Aavas Financiers by availing loan.

3.3 Allottee shall pay the amounts of balance consideration to the Promoter from time to time by duly cheques/pay orders/demand drafts in the name of Empire Developers or by electronic transfer/RTGS/wire transfers in the Current Account No. 120023776622, IFSC Code CNRB0015339, Canara Bank, Karve Nagar, Pune, payable at Pune, or at any other Account as may be intimated by the Promoter to the Allottee.

4. <u>PAYMENT IS ESSENCE OF CONTRACT</u>:-

4.1 It is hereby agreed that, The timely payment of the consideration amounts and any other amounts due and payable as stated in this agreement if any to the Promoter and all other agreed amount payable to Promoter as agreed under this presents is **THE ESSENCE OF THE CONTRACT** and on failure on the part of Allottees to pay the same on due dates, it shall be deemed that, the Allottees have **committed breach of condition** of this agreement and the Promoter herein shall be entitled to take action against the Allottees.

4.2 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 society/Body of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment 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 Schedule VII. ("Payment Plan").

5. <u>PAYMENT OF TAXES, CESSES ETC</u>. :-

5.1 All direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said apartment and/or this agreement shall be borne and paid exclusively by the Allottee.

5.2 The Value Added Tax (VAT), Service Tax and /or GST payable to Government in respect of this agreement shall be separately paid by the Allottee to the Promoter. The Allottee hereby further agrees that, If at any time, after execution of this agreement, the service tax, Value Added Tax (VAT) or GST or any other tax increased under respective statue by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statue/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. If Allottee fails to pay the amount within fifteen days from demand, then Allottee shall be liable to pay interest / penalty/fine, which will be levied by the concerned authorities from time to time. The Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified there from.

5.3 From the date of the possession / Occupation Certificate whichever is earlier in respect of the said tenement the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said tenement and proportionate maintenance charges in respect of the said building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the said land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter authorized committee of the Society, which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold premises/tenement in the building which is under construction on the said land.

5.4 The Allottee is aware that as per the provisions of the Section 194-IA of the Income Tax Act, he/she/they may be liable to deduct tax at source (TDS), if applicable he/she/they shall pay such amount of TDS and the Promoter shall acknowledge receipt of amount equivalent to such amount of TDS, only upon the Allottee submitting the certificate for required amount of TDS and upon the verification to the effect that the amount mentioned in the TDS certificate is marching with the amount credited in the name of the Promoter, appearing on the website of the Income Tax Department.

6. <u>UTILISATION OF FSI / FAR / TDR</u>:-

6.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 157.84 square meters only and Promoter has planned to utilize Floor Space Index of **Nil** by availing of TDR or 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 Nil as proposed to be utilized by him 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.

6.2 The Promoter hereby declares that, the Floor Space Index available in respect of the said land and that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Allottee/s all the detailed particulars in respect of such utilization of said floor space index by him. In case while developing the said land the Promoter has utilized any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee/s.

6.3 The Promoter herein further discloses that, sanctioned plan/s has/have been shown to the Allottee/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilised as floating floor space index or in any manner, i.e. to say, FSI of the said land transferred on other property or FSI of the other property transferred on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

6.4 The Promoter shall has right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land and further Promoter shall have right of pre-emption to amalgamate adjacent lands adjacent to the said land and implement the schemes various phases. The Allottee/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

6.5 It is also understood and agreed by and between the parties hereto that the Promoter or its/his assignees shall have right to construct Apartments, Units, Offices, Shops on the top terrace and thereby constructing a duplex Apartment/unit, etc., against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

6.6 In case, the said landed property or any portion of the said landed property is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. / T.D.R. in lieu of compensation.

7. COMPENSATION FOR BREACH OF TERMS AND CONDITIONS OF THIS AGREEMENT BY THE PROMOTER / ALLOTTEE:-

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 become 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.

8. TERMINATION / REVOCATION OF AGREEMENT BY PROMOTER:-

8.1 Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments and committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement:

8.2 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify or neglecting to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period (15 days) after giving of such notice. The agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary. Upon the termination

of this agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and/or car parks in the manner it deems fit and proper. On the termination and cancellation of this agreement in the manner as stated in this sub-clause:

8.2.1 The Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

8.2.2 If the Allottee herein has obtained any housing loan on the said Apartment, then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.

8.2.3 The Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or otherwise on the amount refunded. The amount of refund shall be accepted by the Allottee in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Apartment.

8.2.4 The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with simple interest calculated at the rate equal to the prescribed interest rate. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default.

9. TERMINATION / REVOCATION OF AGREEMENT BY ALLOTTEE: -

For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the

execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT charged by the Promoter to the Allottee/s till the date of such termination.

10. COVENANTS AS TO THE TERMINATION OF THIS AGREEMENT BY THE PROMOTER AND ALLOTTEE:-

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

11. SPECIFICATION AND AMMENITIES:-

11.1 The specifications, fixture and fittings agreed to be provided by the Promoter to the Allottees in the said building and Apartment are more particularly described in Schedule – iv written hereunder. The Allottee has seen and approved the floor plan of the said Apartment and the Allottee shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said Apartment. The Promoter shall not refund any amount for deleting any items of specification and amenities on request of the Allottee.

11.2 If any extra fittings, fixtures, and/or amenities are required by the Allottees in excess to the provided, then the Allottees shall inform their requirement in writing to the Promoter and if it is possible for the Promoters to provide the same at the cost of Allottees then the Promoters at their sole discretion, provide the same, provided the Allottees accepting the cost of extra amenities and undertake to pay or deposit the same prior to or immediately after commencement of such extra work and for such additions bill is raised by the Promoter.

12. DELIVERY OF POSSESSION :-

The Promoter shall give possession of the said tenement to the Allottee/s on or before August 2026, with a further grace period of six months and shall subject

to timely receipt of all payments from the Allottee. If the possession getting delayed beyond grace period plus extension on account of provisions in clause 13, 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 simple interest calculated at the Prescribed Interest rate for every month of delay, starting from end of grace period plus extension on account of provisions of clause 13 till such time the Promoter offers possession of the said Apartment. The Promoter shall handover possession of the said Apartment to the Allottee, on completion of construction of the said building.

13. PERMITTED REASONS FOR DELAY: -

The Promoter shall give the possession to the Apartment Allottees within a specified period as agreed hereinabove. Provide that the Promoter shall be entitled to reasonable extension of time for giving possession to the Apartment holder on the aforesaid period, if the completion of the building in which the said Apartment is situated is delayed on account of following reasons;

All force majeure events stipulated in the Act including but not limited to-

a. Non availability of building material such as steel, cement, Water, Electricity supply etc.,
b. War, Civil Commotion, Strike, Hartal, Bandh, Act of God etc.,
c. Any Notice, Order, Injunction, Stay, Rule, Regulation, Notification of any statutory or Government Authorities or court of law, competent authority etc.,
d. Any other reason / cause, beyond the control of the Promoter, shall not be calculated / included in the period for grant of possession of the said Apartment as agreed to herein.
e. The Allottee/s has / have committed any default in payment of installment as mentioned hereinabove written, and all other amounts payable by the Allottee to the Promoter in respect of the said tenement.
f. Any extra work / addition required to be carried in the said tenement as per the requirement and at the cost of the Allottee/s.
g. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
h. Delay in grant of any NOC / permission / license connection / installation and any services such as lifts, electricity and water connection and meters to the said building/said apartment or completion certificate from appropriate authority.

14. PROCEDURE FOR TAKING POSESSION -

14.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment 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 3 (three months 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 fulfillment 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 occupancy certificate of the Project.

14.2 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.

15. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :-

Upon receiving a written intimation from the Promoter, 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 the event the Allottee fails and/or neglects to take possession and/or fails to make all payments due and payable by Allottee as agreed under this agreement within the period, the Allottee shall be liable to pay to Promoter compensation calculated at the rate of Rs. 10/- per sq. ft. of the total area as well as maintenance charges as applicable per month or part thereof till such time the Allottee takes possession of the said Apartment.

16. FACILITY OF CAR PARKING LOT:

16.1 The Promoter has made explicitly clear to the Allottee that for providing ample and sufficient parking lots to the Allottees of Units in the said project, the promoter has after consulting the Architect, planed and provided for various covered parking lots in the parking floors of the buildings out of the said project and has also provided open parking lots in the surrounding area of the buildings without affecting the internal traffic movements on the internal roads and passages in the said project. The Promoter has also made clear to the Allottee that as per the independent requirements of the Allottees of the Apartments in the said project, the Promoter will be granting the exclusive right to use and occupy the respective parking lots to respective Allottees, without charging any consideration for the same and hence the Promoter will not be selling any parking lot/s to any Allottee for consideration, whatsoever. However, the grant of exclusive right to use and occupy the concerned parking lot/s open and/or covered as the case may be, shall be treated and considered as additional facility provided for the concerned unit. It is further made clear by the Promoter to the Allottee that while executing the Conveyance in favour of the society, the area

under such parking lots, open or covered, alongwith the structure of the basements, podiums, stilts, parking floors of the buildings out of the said project with the other structures for parking lots, if any, will also be conveyed, being he part of the common areas, amenities and facilities of the said project, subject to the exclusive rights to use and occupy the parking lots granted by the Promoter to the respective Allottees, such parking lot/s will be more particularly shown in the Annexure of this agreement.

16.2 However, at the time of execution of the sale agreement in respect of the Apartment, if any Allottee specifically requests the Promoter that he does not require a parking lot, then he or his legal heirs or his subsequent transferred / assignees shall not be entitled to claim any allotment of parking lot from the Promoter. It is assumed that such Allottees have willingly released, relinquished their rights / benefits / interest in the parking lots to the Promoter and in the agreement of such Allottee, in schedule-iv, the parking lot will be shown as Nil as requested by such Allottee. It is further informed by the Promoter to the Allottee that the Allottee shall get the above-mentioned allotment of parking lot confirmed from the said society once formed and registered, such grant of exclusive right is subject to final confirmation from the society and the same shall form a part the conveyance in favour of the society.

16.3 Upon Conveyance in favour of the society Promoter shall handover un-allotted car parking spaces in the said project, if any to society, where as till such time the same shall continue to remain the property of the Promoters and shall remain in possession of the Promoters. It shall be upon the Promoters discretion till such time to allot/use these un-allotted spaces continues to remain with Promoter.

17. RESPONSIBILITIES OF THE PROMOTER:

17.1 The Promoter shall observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned authorities and/or the 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 or authorized person, the occupation and/or completion certificates in respect of the same.

17.2 If within a period of five 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.

17.3 Provided further that it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Allottee/s to take the possession, whichever is earlier. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

17.4 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Tenement or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

17.5 The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of tenement by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

18. PERMITTED USE OF THE APARTMENT, TERRACE, PARKING SPACE:-

18.1 The Allottee/s herein shall use the said tenement or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the garage or parking space only for purpose of for keeping or parking his / her / their own vehicle.

18.2 The Allottee/s shall use the said tenement or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential tenement in the building / wing shall not use for Classes, Massage Centre, Gambling House or any illegal or immoral purpose. He/she/they shall use the allotted or common parking space only for the purpose for keeping or parking the Allottee/s own two wheeler or four wheeler light vehicle, but not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc and further any tenement holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking two / four wheeler vehicle.

18.3 After delivery of possession of the said tenement by the Promoter to the Allottee/s herein in terms of this present, the Allottee/s herein for whatsoever

reason desire to grant the use of the said tenement to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society / Apartment Association and thereafter consent of the society / Apartment Association in writing shall be required to be obtained by the Allottee/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said tenement.

19. COMMON MAINTENANCE:-

19.1 Commencing a week after notice in writing is given by the Promoter to the Allottee/s that, said tenement is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building/s namely- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, etc. and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, but not covered the payment of taxes, being property tax payable to the concerned local authority in respect of the tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual tenement as well as water meter bills for individual tenement and internal maintenance of the tenement.

19.2 For the purpose of aforesaid maintenance, the Promoter herein have decided to collect Rs. 12,000/- for each tenement from each buyer of the tenement in the project. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

19.3 Each buyer of the tenement in the project shall pay the aforesaid amount prior to receiving the possession by demand draft / cheque and the Promoter herein shall entitled to use the aforesaid deposit amount and accrued interests thereon to meet the expenses of aforesaid maintenance. If maintenance charges of the building were more than the amount collected then in that case Apartment

Allottee shall pay such difference amount to the Promoter as and when demanded.

20. <u>FORMATION OF SOCIETY OR APARTMENT</u> :-

20.1 In the project on the said land, there is building consisting of near about 44 residential tenements. Considering Promoter herein developing the said land and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one Co-operative Society under name and style **"Empire Heights"** Co-operative Housing Society Limited", for the tenement's holders in the building on the said land.

20.2 In light of the aforesaid understanding, the Allottee herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the tenements holders in the building which is under construction or to be constructed on the said land and adjacent land and hence with due diligence the Allottee herein by accepting to become the member of such co-operative society, has entered into this Agreement, and execute any necessary documents and papers in relation to the same.

20.3 To enable the Promoter to form the society as aforesaid, the Allottee/s herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee/s herein, so as to enable Promoter to register the society of the Allottee/s of the tenement/s in the project. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws of the society, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

21. <u>CONVEYANCE DEED :-</u>

21.1 Unless it is otherwise agreed to by and between the parties hereto the Promoter shall, within four months of registration of the Society or receiving full occupation certified for the project whichever is later, as aforesaid cause to be transferred to the Society all the right, title and the interest of the Confirming Party and Promoter herein in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance of the said land (or to the extent as my be permitted by the authorities) and the said building in favour of such Society, SUBJECT TO THE Promoter receiving all the entire agreed consideration and other amounts from all the Allottees of the Apartment in the said project.

21.2 At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

21.3 All the proportionate expenses and charges such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, relating to the deed of conveyance in favour of the said society as provided above shall be borne and paid by the Allottee.

22. PAYMENT OF DEPOSITS:-

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

(i) Rs. Nil/- for share money, application entrance fee of the Society.
(ii) Rs. Nil/- for formation and registration of the Society.
(iii) Rs. Nil/- for proportionate share of taxes and other charges/levies in respect of the Society.
(iv) Rs. Nil/- for deposit towards Water, Gas, Electric, and other utility and services connection charges.
(v) Rs. Nil/- for deposits of electrical receiving and Sub Station provided in Layout.
(vi) The Allottee/s shall pay to the Promoter a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
(vii) In addition to the sum mentioned above the Allottee/s shall also pay to the Promoter Rs. 12,000/- (Rs. Twelve Thousand only) on account of Twelve months maintenance charges payable within 15 days from the date of letter of offering possession of the said Apartment to meet the common expenses i.e. common taxes,

fees, electricity charges, sanitary and other utility services, of the said Property and in the building/s standing thereon and the said Property including remuneration, salaries and wages of watchmen, , sweepers and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter / society /apex body shall be entitled to demand additional amount towards such short fall.

22.2 The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charges amount to Promoter or to the Society as the case may be. The Allottee/s shall not be entitled to any interest on sums so paid.

22.3 On conveyance as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the Society, as the case may be.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

23.1 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;

23.2 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;

23.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;

23.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

23.5 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;

23.6 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;

23.7 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;

23.8 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;

23.9 At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchasers;

23.10 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;

23.11 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.

24. 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 :-

24.1 To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date or part completion / completion certificate whichever is earlier and shall not do or suffer to be done anything in or to the said Apartment or to the building o the common areas and facilities of the said buildings in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Apartment or to the building o the common areas and facilities of the said buildings in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

24.2 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 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.

24.3 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.

24.4 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 color 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society as the case may be.

24.5 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.

24.6 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.

24.7 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.

24.8 To bear and pay increase in local taxes, N.A. 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.

24.9 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 and only if the Allottee had not been guilty of breach of or non, observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.

24.10 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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 lay 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.

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

24.12 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

24.13 The Allottee shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said unit or under this agreement until and unless the Allottee has paid to the Promoter the entire consideration payable hereunder and also all other monetary dues payable hereunder and only if the Allottee had not been guilty of breach of or non, observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.

24.14 The Allottee shall use the parking lot/s only for the purpose for keeping or parking the Allottee's own two or four-wheeler light motor vehicle. The Allottee shall not be entitled to park heavy vehicles such as trucks, bulldozers, buses, tractors, etc. inside the said project or on the parking lot/s and further that the Allottee shall not be entitled to park any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking two/four wheeler vehicle and further none of the occupants / residents will be entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the ultimate organization and thereafter from the managing committee of such ultimate organization.

24.15 The Allottee shall not enclose, cover, fence or otherwise chain the parking lot/s.

24.16 The independent rights granted by the Promoter to the Allottee along with the said Apartment shall always be subject to the right of the society or federal society and its agents to have an access for limited purpose of maintenance and repairs of the common areas amenities and facilities and/or the common areas amenities and facilities. The Allottee shall not obstruct the said society or federal society for having such access for maintenance and repairs.

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

24.18 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 said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

25. PROMOTER SHALL NOT MORTGAGE OR CREATE A 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.

26. 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.

27. ENTIRE AGREEMENT

This Agreement, along with its schedules and Annexure, 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.

28. RIGHT TO AMEND

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

29. 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.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of 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 there under 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.

31. 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.

32. 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.

33. NOTICES

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

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

34. JOINT ALLOTTEES

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

35. STAMP DUTY AND REGISTRATION :-

The cost of Stamp Duty, Registration fees are paid by the Promoter and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

36. DISPUTE RESOLUTION :-

36.1 In the Event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately indentifying and providing details of the dispute (referred to as the "Notice of Dispute"). The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute.

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

37. GOVERNING LAW

37.1 This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made by the State Government of Maharashtra there under.

37.2 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 Pune courts will have the jurisdiction for this Agreement.

38. NO GRANT TILL CONEYANCE:-

Nothing contained in this agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Property and the building or any part thereof. The Allottees shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottees and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of the Promoter until the said Project Land and the building save and except any part thereof is reserved by the Promoter is transferred to the Allottees or the said organization by filing and registering the declaration as herein before mentioned. The Promoter shall be entitled to allot such open space, terrace, Parkings, hoarding space, lobbies, canopies etc., to any Apartment Allottees for which the Allottees hereby grants and is always deemed to have granted the consent.

39. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER :-

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottees by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottees nor shall the same in any manner prejudice the rights of the Promoter.

40. USE OF TERRACE AND ALLOTTED SPACE :-

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Apartments in the said building, if any, shall belong exclusively to the respective Allottees of the terrace Apartment and such terrace spaces are intended for the exclusive use of the respective Allottees of the terrace Apartment. The said terrace shall not be enclosed by the Apartment Allottees till the permission in writing is obtained from the concerned local authority and the Promoters or the Society or Limited Company or Apartment Condominium as the case may be.

The concerned Apartment Allottees shall exclusively use the terrace, open garden and parking space specifically allotted to the Particular Apartment Allottee and the same shall be a restricted area for any other Apartment Allottee.

41. SPECIFIC CONSENT BY THE ALLOTTEE:-

41.1 On completion of the construction of the said Apartment all the risk relating to or touching the or in respect of the said Apartment, shall exclusively be of the Allottees.

41.2 The Promoter herein has specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer color scheme, terraces, windows and grills etc. and hence the Allottee/s or any owner or occupier of the tenement/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee/s herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale said tenement to the Allottee/s herein on ownership basis, subject to the terms and condition of this Agreement.

41.3 The project on the said land shall and will be known as **"Empire Heights".** The Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like club house, elevators, electric rooms, etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of premises to society, society shall set its own norms for use of common amenities in order to avoid due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

41.4 The relation between Promoter and Allottee/s herein for the transaction in respect of the said tenement is seller and buyer respectively and the Promoter has agreed to sell the said tenement being constructed tenement on the terms and conditions set forth in this present. The Promoter herein is constructing the said tenement at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee/s being duly constructed tenement.

41.5 The Allottee/s herein admits and agrees to always admit that, after delivery of possession of the said tenement by the Promoter to the Allottee herein, it will always presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Allottee/s herein will be member in respect of the said tenement, under the said agreement. The final

Conveyance Deed will be executed within 4 months from the date of receipt of full and final completion certificate from Development Controlling Authority for all the buildings/wings, which are under construction on the said land with or without amalgamation of adjacent land. The Allottee/s herein does not have any claim or grievance of whatsoever nature against the Promoter.

41.6 After the Promoter obtaining the completion / occupation certificate in respect of the said tenement the Allottee/s shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.

41.7 The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of tenements, Apartments, tenements being commercial or otherwise in the buildings which are to be constructed on the said land and other adjacent land which the Promoter herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, Two wheeler car parking/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

42. PLACE OF EXECUTION AND REGISTRATION OF DOCUMENT

42.1 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 Assurances, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

42.2 The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

43. ALLOTTEE BEING THE INVESTOR:

In case the Allottee is purchasing the said Apartment being the Investor, subject to provisions of clause 24.9, the Allottee may sell the said Apartment within a period of 1 (one) year from the date of execution of this agreement. Hence, the

Allottee reserves his right to claim and / or set off and / or adjust the stamp duty paid by the Allottee for this Agreement, as provided in Article 5(g-a) (ii) of Schedule-1 of the Maharashtra Stamp Act, 1958, while selling the said Apartment to any intending Allottee of his choice, subject to obtaining the consent/confirmation of the Promoter.

44. DECLARATION BY PARTIES :

44.1 The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Property/ Building/s prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Property and in the said Building/s are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

44.2 The Allottee/s hereby agrees that till the management of the said Building/s of the said Project is handed over to all the Allottees participating in the said Project, the Promoter shall be entitled to look after day-to-day maintenance of the said Project /Building/s to be constructed on the said Property. The Allottee/s hereby agrees to authorize the Promoter to act as a chief promoter/designated authority of the said Project, open bank account in the name of the said Project and operate the same through nominees in capacity of chief promoter/designated authority, to demand and receive amount of contribution from all the Allottees including Allottee/s herein for

44.3 thereafter till the entire charge of maintenance activities of the said Project is handed over to the society / body of apartments allottees, deposit the contribution amount in the bank account, to spend and apply the amount so collected from all the Allottees for maintenance, housekeeping and essential common areas and amenities/facilities, utilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Property /Building/s /Project to the society/body of the apartments allottees. The Allottee/s hereby agrees to pay the Promoter on demand, additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the society / body of the apartment's allottees.

44.4 For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under

the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

44.5 The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnifies the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee/s hereby indemnifies to keep the Promoter harmless and free from such losses.

44.6 Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules,1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

44.7 In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement for Sale of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agrees to do so without

holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

44.8 The Promoter shall before handing over possession of the said Apartment to the Allottee/s and in any event before execution of a conveyance make full and true disclosure of the nature of his title to the said Property as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Property / Building/s, the said Property and shall as far as practicable, ensure that the said Property / Building/s is free from all encumbrances and that the Owner / Consenting Party / Promoter have absolute, clear and marketable title to the said Property / Building/s so as to enable him to convey the same to the ultimate Allottee/s.

44.9 Wherever stated in this Agreement, it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment to the total carpet area *plus* total balcony area *plus* total sit-out area *plus* total cupboard area (if any) of all the Apartments of the said Project, such area is called as Sharing area.

44.10 All the Parties do hereby 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.

44.11 The Allottee/s acknowledges receipt of the set of latest Village Form No. VII/XII and Search Report and Title Opinion by the Advocate of the Promoter and agrees that the contents of the said Search Report and Title Report/ Certificate shall be binding on him/her/them.

44.12 It is hereby confirmed and understood by the parties that furniture lay-out color scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample Apartment, web site and other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.

44.13 The parties hereto have carefully read and understood all the contents of this agreement will all the schedules and annexure hereof alongwith all other relevant information furnished by the Promoter and also get the same understood in their vernacular language, obtained independent legal opinion and

upon full satisfaction of the same the parties hereto have signed this Agreement in the presence of the witness as stated below.

44.14 This Agreement expresses the complete understanding and concluded terms and conditions agreed by and between the parties with respect to the said Apartment and supersedes all prior offers, proposals, cost sheets, representations, communications and understandings arrived at by and between the Promoter and the Allottee.

44.15 The Tiles and headings given for the clauses in this agreement are for convenience only and the same shall not be considered a part of or affect the construction or interpretation of any provision or terms or condition of this agreement.

SCHEDULE – I

SCHEDULE OF THE SAID PROJECT LAND

All the piece and parcel of the land and ground situate within the registration, Sub-Dist., Tal. Haveli, Dist. Pune bearing CTS No. 371 totally admeasuring 755.5 Sq Mtrs. Out of which 238.224 Sq. Mtrs. Out of which 157.84 sq. Mtrs. Situated in Mouje Kothrud, Pune and situate within the limits of Pune Municipal Corporation admeasuring with all the appurtenances thereto and with all the existing development facilities including electric, water and drainage connections etc. and bounded as follows :

On or towards the East : By Property of Mr. Khatpe.

On or towards the South : By Property of Mr. Tanksal.

On or towards the West : By CTS No. 370.

On or towards the North : By CTS No. 373.

SCHEDULE - II

DESCRIPTION OF THE APARTMENT

A.	Name of the Project	**"EMPIRE HEIGHTS"**
B	Location	Kothrud Gaothan, Pune
D	Apartment No.	11
E	Floor	Fourth
F	Carpet Area of the Apartment	24.16 Sq. Mtrs.
G.	Area of the adjacent Balcony/terrace	Nil

The said Apartment is more particularly shown and delineated in red line on the floor plan annexed hereto.

SHCEDULE – III

(Description of independent area and facilities for the said Apartment)

Particulars of area/facility	AREA	Location	Identification code
Two-Wheeler Parking Two Lot/s	4.18 Sq. Mtrs. In total	Ground floor	12 and 13

SCHEDULE – IV

SPECIFICATIONS AND AMENITIES

STRUCTURE : R. C. C. FRAME STRUCTURE.
EXTERNAL WALLS : 6" THICK AAC BLOCK WALLS.
INTERNAL WALLS : 5" THICH AAC BLOCK WALL.
FINISHING TO WALL : EXTERNAL SAND FACED PLASTER FINISH WITH APEX PAINT.
INTERNAL WALLS : GYPSUM / POP FINISHED PLASTER WITH OIL BOND PAINT.
DOORS : ALL DOORS OF SOLID CORE COMMERCIAL FACED FLUSH DOOR WITH LAMINATED SHEET.
WINDOWS : POWDER COATED ALLUMINUM SLIDING WINDOW IN ¾" SECTION WITH GRENITE WINDOW SIL AND SECURITY GRILL.
FLOORING : VITRIFIED TILES FLOORING IN ALL ROOMS WITH SKIRTING & DADO UP to 7'6" HEIGHT IN BATHROOM.
KITCHEN : GRANITE KITCHEN PLATFORM WITH STAINLESS STEEL SINK WITH CERAMIC PLATFORM TILE, DADO UPTO LINTEL LEVEL
PLUMBING : CONCEALED PLUMBING.
ELECTRICAL : CONCEALED WIRING AND BRANDED FITTINGS.

SCHEDULE – V

(Description of Common Areas and Facilities of the building)

Staircase
Lobbies and Passages

Lift
Top Terrace
Electricity Meter for Common areas and facilities
Electrical and Water distribution Network
Building Top Water Tank

SCHEDULE – VI

(Description of Payment Schedule)

Sr. No.	Payment in %	Amount Rs.	Due Date for Payment
1	10%		On Booking
2	10%		on or before the execution of Agreement.
3	15%		On Plinth
4	15%		On Completion of first Slab
5	10%		On Completion of third Slab
6	10%		On Completion of fifth Slab
7	7%		On Completion of Brick work, Flooring, Plaster
8	6%		On Completion of Sanitary Fitting, Staircase, Lobbies upto floor level.
9	6%		On Completion of External Plumbing, Plaster, Elevation, Terrace, Water Proofing.
10	6%		On Completion of Lift, water Pumps, Electrical Fitting.
11	5%		On Possession
	100%	30,60,185/-	Total

SCHEDULE – VIII

(Description of Amounts Paid by the Allottee)

Sr. No.	Amount in Rs.	Ch/DD/Instrument No.	Date	Drawn on
1				
2				

<u>ANNEXURES</u>

ANNEXURE "A"

Commencement Certificate/s

ANNEXURE "B"

7/12 Extract / Property Card

ANNEXURE "C"

Title Report/Certificate

ANNEXURE "D"

Floor Plan

ANNEXURE "G-1"

Set of present sanctioned plans

ANNEXURE "G-2"

Sanctioned plans

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED TO EACH OTHER THIS AGREEMENT ON THE DAY AND DATE HEREINBEFORE FIRST MENTIONED.

PHOTO	L. H. THUMB	NAME AND SIGN
		1) **MR SIDDHESHWAR RAJSHEKHAR KALSHETTY** **PARTNER OF M/S. EMPIRE DEVELOPERS and power of attorney holder of Vishal Shankarrao Phengase, Vaishali Sandeep Kale, Anita Alias Dipti Sandip Mule and Power of Attorney Holder of 1) MUKUND DATTATRAYA BALKAWADE, 2) SURAJ SARJERAO SHELKE and 3) SANTOSH SAHEBRAO BHELKE, Partner of M/S TRIMURTI CONSTRUCTION** **PROMOTER**
		2) **MR AKSHAY NITIN SUTAR,** **PARTNER OF M/S. EMPIRE DEVELOPERS and power of attorney holder of Vishal Shankarrao Phengase, Vaishali Sandeep Kale, Anita Alias Dipti Sandip Mule and Power of Attorney Holder of 1) MUKUND DATTATRAYA BALKAWADE, 2) SURAJ SARJERAO SHELKE and 3) SANTOSH SAHEBRAO BHELKE, Partner of M/S TRIMURTI CONSTRUCTION** **PROMOTER**

		MAHESH VISHNU KANDHARE **ALLOTTEE**

IN THE PRESENCE OF:

1. Signature -
   Name -
   Address -

2. Signature -
   Name-
   Address -