

DRAFT

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this ____ day of ____ in the year ____.

BETWEEN

ROHAN BUILDERS AND DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956, having Company Identification Number U45202PN2001PTC016352, having its office at 1 Modibaug, Commercial Building, Ganeshkhind Road, Shivaji Nagar, Pune 411 016, holding PAN AABCR8171R, represented through its authorized director **MR. SANJAY KHUSHALCHAND LUNKAD**, Adult, Occupation-Business hereinafter referred to or called as the “**PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall mean and include the aforesaid company, its successors-in-title, administrators, liquidators and assignees) ... **PARTY OF THE FIRST PART;**

AND

Mr/Mrs _____

Age about ____ years, Occupation - _____

Permanent Account No.: _____

Aadhar No.: _____

Residing at: _____

hereinafter referred to or called as the “**ALLOTTEE**” (which expression, includes one person/entity and jointly in the case of more than one person/entity, unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators).... **PARTY OF THE SECOND PART.**



WHEREAS:

- (A) The Promoter is the absolute owner of all that property i) Survey No. 60/1, area admeasuring 0 Hectare 08.45 Ares, ii) Survey No. 60/2(P), area admeasuring 0 Hectare 28 Ares, iii) Survey No. 60/2/1, being well carved out portion area admeasuring 0 Hectare 25 Ares out of total 0 Hectare 50 Ares and iv) Survey No. 60/3(P), area admeasuring 0 Hectare 06 Ares being well carved out portion out of total 0 Hectare 29 Ares; total area admeasuring 0 Hectare 67.45 Are i.e. 6745 square metres, situated at village Baner, within the Registration District Pune, Sub-Registration District Haveli, and within the limits of Pune Municipal Corporation, (“**Larger Property**”) and the same is more particularly described in the **Schedule - I** hereunder.
- (B) The Promoter has prepared an amalgamation layout plan for all the properties comprising in the Larger Property, which has been approved by the Pune Municipal Corporation, Pune vide no. 3146/16 dated January 04, 2017. After amalgamation and layout, the said Larger Property is further subdivided, showing 12 meters wide internal road area admeasuring 1688.14 square meters on western side of the Larger Property, 24 meters DP road widening of an area admeasuring 104.65 square meters on northern side of the Larger Property, reservation area of Nala garden of area admeasuring 195.09 square meters on southern side of the Larger Property, Amenity space area admeasuring 966.79 square meters , recreational Open space area admeasuring 644.53 square meters, transformer space area admeasuring 36.05 square meters and remaining buildable plot area admeasuring 3109.75 square meters.

After subdivision as aforesaid, the 7/12 extracts of the said Larger Property got separated as (a) the buildable plot as S. No. 60/1/2/2/1/3/plot no.1 admeasuring area 3109.75 square meters (“**said Land**”), (b) Amenity space area as S. No. 60/1/2/2/1/3/ plot no.2 area admeasuring 966.79 square meters (“**said Amenity Space**”), (c) 24 meters DP road widening as S. No. 60/1/2/2/1/3/ plot no.3 area admeasuring 104.65 square meters (“**said Road Widening Area**”), (d) 12 meters wide internal road as S. No. 60/1/2/2/1/3/ plot no.4 admeasuring area 1688.14 square meters (“**said Internal Road**”)



(e) Open space as S. No. 60/1/2/2/1/3/ plot no.5 area admeasuring 644.53 square meters (“**said Open Space**”), (f) reservation area of Nala garden as S. No. 60/1/2/2/1/3/ plot no.6 area admeasuring 195.09 square meters (“**said Reservation**”) and (g) transformer room area as S. No. 60/1/2/2/1/3/ plot no.7 area admeasuring 36.05 square meters.

(C) Out of the Larger Property and as per above sanctioned layout, after deducting the said Internal Road area, said Road Widening area, said Reservation area, said Amenity Space area and Transformer space area, but including said Open Space, the remaining buildable plot area i.e. S. No. 60/1/2/2/1/3/ plot no.1 admeasuring 3754.28 square meters is hereinafter referred to as the “**said Land**”, and the same is more particularly described in the **Schedule-II** hereunder.

(D) In accordance with the applicable development control regulation, the Promoter is entitled to receive applicable FSI and/or TDR in lieu of transfer of aforesaid Amenity space, Road Widening area, Reservation area to Pune Municipal Corporation, Pune (“**PMC**”), and utilize the same on the said Land or anywhere else, as permitted by the sanctioning authority, at its sole discretion.

The Promoter has handed over the said Amenity and said Road Widening Area to the PMC by executing Transfer Deed dated April 04, 2019, which is registered at Sr. No. 6141/2019 at Sub Registrar Haveli-19, in lieu of the FSI granted by the Promoter.

(E) The Promoter hereby declares that the Internal Road, which is a part of the Larger Property, shall be used as an access road for the said Project (defined hereunder) alongwith the other Projects of the Promoter being developed in the vicinity abutting the said Projects known as “Rohan Leher” and “Rohan Leher II”. It is further clarified that upon completion of the said Project, the Internal Road shall be handed over/surrendered to PMC, if so required, or the Promoter at its sole discretion will transfer/convey the same to the Society of the Allottees in the said Project alongwith the Societies of the Allottees of “Rohan Leher”, “Rohan Leher II”, on pro-rata basis of the respective land areas. It is further clarified that the Promoter has also granted



the perpetual right of way to the owner/occupier of the adjacent land on western side of the Internal Road, under an Agreement dated April 21, 2011, registered at Serial No.4756 of 2011, and accordingly the adjacent land owner/occupier shall also be liable contribute for the maintenance and upkeep thereof. The Allottee and their Society shall be bound by the same.

- (F) Being the owner and developer of the Larger Property, in accordance with the Development Control Rules applicable to the Larger Property, the Promoter is developing an ownership scheme on the said Land under the name "**ROHAN LEHER III**". The said Land is under development by the Promoter and has proposed one building having lower parking, upper parking, stilt, and 1st to 16th floors and roof terrace thereon (the building will be herein referred as "the said Building"), hereinafter referred to or called as the "**said Project**", copy of the layout of the proposed development is annexed hereto as **Annexure-1**. Out of the proposed development, the Promoter has obtained Commencement Certificate dated January 4, 2016, bearing No. CC/3146/16, from the PMC, revised on January 2, 2018 vide Commencement Certificate bearing no. CC/2558/17, further revised on June 4, 2019 vide Commencement Certificate bearing no. CC/0475/19 for the building layout and the building plans in part and shall obtain the balance approval in due course of time, by utilizing fullest FSI of the Larger Property and allowable TDR, or any increased FSI due to change in development control rules, as may be permitted by the PMC.
- (H) The Promoter has sole and exclusive right to sell the Apartments in the said Project and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has to pay / paid premium etc. for obtaining sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the flats, by entering into agreements and to receive the consideration in respect thereof.
- (I) The Promoter has appointed Architect for the said Project, Savli Hingmire & Associates proprietor/partner Mr. Sunil Hingmire having office at "Smruti",



Vrindavan Society, Near Mhatre Bridge, Navi Peth, Pune 411 030, registered with the Council of Architect of India having enrollment No. CA/83/7706, for preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer 'JW Consultant LLP', registered with the Council of Structural Engineers of India and having office at Sai Radhe, office no. 201, 2nd floor, 100 Kennedy Road, Pune 411001, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Project. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer, at its sole discretion, if so required, before the completion of the said Project and appoint new Architect or structural engineer.

- (J) The Promoter has got some approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building/s. The Promoter has obtained sanctions, permissions etc. as follows:
- (i) The Promoter has obtained a latest Commencement Certificate dated June 4, 2019 vide Commencement Certificate bearing no. CC/0475/19 for the building layout and the part of the building plans from the PMC;
 - (ii) The tenure of the Larger Property has been converted from "Agricultural" to "Non Agricultural" and the same has been revised from time to time and the latest NA order dated June 19, 2017 bearing No. Haveli/Sanad/SR/08/2017 for residential purposes;

It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/ies, the same shall be obtained in due course of time, by the Promoter. The Promoter hereby undertakes to abide by all the statutory terms and conditions as may be prescribed by relevant authorities from time to time.

- (K) While sanctioning the above said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while



developing the said Project Land and the said Building/s and upon due observance and performance of which only the completion or occupation certificates in respect of the said Building/s shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

- (L) The Promoter has represented to the Allottee that the development of the said Project shall be in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “**RERDA**”) and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as “**MOFA**”), and rules made there under, as applicable on the date of this presents, and obligations of the Parties under this Agreement shall be governed thereunder.
- (M) The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Larger Property, the approvals and permissions, search and title report issued by the advocates of the Promoter, plans, designs and specifications prepared by the Architect and of such documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (“the said Act”) and the rules and regulations made thereunder. The Promoter has also requested and permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Larger Property/said Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project, the Allottee has decided to purchase an Apartment in the said Project and has requested for an allotment of an **Apartment No. _____**, and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule-III** written hereunder and hereinafter referred as “**the said Apartment**”.
- (N) The Allottee has agreed to purchase the said Apartment based on going



through all the conditions stated in the sanctioned plans by respective competent Authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

- (O) The carpet area of the said Apartment is _____ **square metres**. "**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.
- (P) The authenticated copy of sanctioned layout plan of the said Project is annexed hereto as **Annexure-1**. The authenticated floor plan of the said Apartment marked with Red color outline is annexed hereto as **Annexure-2**. The specifications and amenities for the said Apartment are stated in **Annexure-3** annexed hereto. The common amenities and facilities of the said Project, are stated in **Annexure-4** annexed hereto. Authenticated copy of the latest commencement certificate issued by the PMC is annexed hereto as **Annexure-5**. Authenticated copy of the 7/12 extract recording the name of the Promoters for the said Project Land is annexed hereto as **Annexure-6**. Authenticated copy of the Certificate of the title, issued by the Advocate of the Promoter has been handed over to the allottee seperatly.
- (Q) The Promoter represents and warrants to the Allottee as follows:-
- (i) The Promoter has disclosed its incorporation details by providing the inspection and a copy of the company incorporation certificate dated July 27, 2001, issued by the Registrar of Companies, Pune reflecting that the Promoter is a Private Limited Company, having Company Identification Number U45202PN2001PTC016352, and having registered office at 1-Modibaug, Ganeshkhind Road, Shivajinagar, Pune 411016.
 - (ii) The said Project Land is owned by and is being developed by the Promoter. The Promoter has clear marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has 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.

- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.
- (iv) The Promoter has secured finance against mortgage of the said Land alongwith construction thereon for Aditya Birla Finance Limited and Aditya Birla Housing Finance Limited, and except that the said Project Land is free from all encumbrances, charges or claims.
- (v) The name of the Promoter is shown in revenue record as the owners and possessors of the said Project Land, being of class-I occupancy, free from any restriction on alienation.
- (vi) There are no litigations pending in respect of the said Project and/or the said Project Land.
- (vii) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, 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 said Project, said 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 said Project, said Project Land, Building/wing and common areas.
- (viii) 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.
- (ix) 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 said Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (x) 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.
- (xi) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common



areas to the association of the allottees.

- (xii) 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, till completion of the said Project.
 - (xiii) 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 Project Land) has been received or served upon the Promoter in respect of the said Project Land.
 - (xv) The Promoter is entitled to adopt any suitable construction methodology/technology, including casting of RCC walls alongwith slabs, as may be advised and approved by the structural design consultant and project Architects.
- (R) The Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority (“**RERA**”) at m **P52100000794** dated 23rd July 2017, as per the applicable rules; authenticated copy is annexed hereto as **Annexure-7**.
- (S) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- (T) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs_____/- (Rupees _____ only)** being part payment of the consideration for the said Apartment, agreed to be sold by the Promoter to the Allottee as and by way of application money/advance (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing.
- (U) 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, being in fact these presents and also to register said Agreement under the



Registration Act, 1908.

- (V) Subject to the aforesaid, 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 hereby agrees to purchase the said Apartment, and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- 1) Promoter shall construct the said building, having lower parking, upper parking, stilt, and 1st to 16th floors and roof terrace thereon in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

2) **CONSIDERATION:**

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment No. _____**, of carpet area admeasuring _____ **square metres** on _____ **Floor** in the said Project, hereinafter referred to as the "**said Apartment**" more particularly described in **Schedule III** herein along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-2**, for the consideration of **Rs. _____/- (Rupees _____ only)** which is inclusive of (i) Rs. _____/-, being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule IV** hereto, and (ii) the Promoter hereby agrees to allot one covered parking space situate at the parking floor being constructed in the layout. The Promoter shall allot the parking space number at the time of the handing over the possession of the said Apartment.

It has been expressly agreed and confirmed by the Allottee that the above said lump-sum agreed consideration is arrived at after considering the benefits arising



out of input tax credit under the Central Goods and Services Tax Act, 2017 and the State Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Allottee shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, Central Goods and Services Tax and State Goods and Services Tax etc.

3) PAYMENT SCHEDULE:

3.1 The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ only)** as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of **Rs. _____/- (Rupees _____ only)** in the following manner:-

- i. Amount of Rs. _____/- (not exceeding 30% of the total consideration) to be paid to the Promoter simultaneous with the execution of Agreement.
- ii. Amount of Rs. _____ /- (not exceeding 40% of the total consideration) to be paid to the Promoter on completion of the lower parking slab of the said building.
- iii. Amount of Rs. _____ /- (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the upper parking slab of the said building.
- iv. Amount of Rs. _____/- (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the First floor slab of the said building.
- v. Amount of Rs. _____/- (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the Third floor slab of the said building.
- vi. Amount of Rs. _____/- (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the Sixth floor slab of the said building.
- vii. Amount of Rs. _____/- (not exceeding 62.5% of the total consideration) to be paid to the Promoter on completion of the Ninth floor slab of the said building.



- viii. Amount of Rs. _____/- (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the Eleventh floor slab of the said building.
 - ix. Amount of Rs. _____/- (not exceeding 67.5% of the total consideration) to be paid to the Promoter on completion of the Fourteenth floor slab of the said building.
 - x. Amount of Rs. _____/- (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of all the slabs including podiums and stilts of the said building.
 - xi. Amount of Rs. _____/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls of the said Apartment.
 - xii. Amount of Rs. _____/- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of flooring of the said Apartment.
 - xiii. Amount of Rs. _____/- (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the external plumbing of the said building.
 - xiv. Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electrical fittings, entrance lobby of the said building.
 - xv. Balance Amount of Rs. _____/- against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate whichever is earlier.
- 3.1 Any deduction of an amount made by the Allottee on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee submitting the TDS Certificate and provided that the amount mentioned therein matches with the relevant provisions of law.
- 3.2 Payment of any instalments if made in advance shall be adjusted to the next instalments and no interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of the Allottee.



- 3.3 The total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Apartment and/or otherwise, and the same will be paid by the Allottee from time to time, alongwith each instalment, as and when raised by the Promoter, or as and when become payable.
- 3.4 The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.
- 3.5 The Promoter has informed to the Allottee that, the construction of the building/s in the said Project as well as the apartments therein will be completed as per situation at the site and the Promoter may carry out more than one work simultaneously or may change the chronology of construction stages. In such an event, the Allottee shall be liable to pay the installment as per the work progress, as stated above.
- 3.6 The Allottee shall pay the aforesaid consideration alongwith all applicable taxes, etc. to the Promoters on due date or within 7 days from the Allottee receiving the intimation in writing on paper or by E-mail from the Promoters calling upon the Allottee to make the payment. It is clarified that the payment in time is the essence of the contract.
- 3.7 The Promoter informed to the Allottee that, the payment towards the consideration and interest thereon if any has to be made by the Allottee by local Cheques /



Demand Draft issued / drawn in the name of "**Rohan Builders & Developers Pvt. Ltd. HDFC Bank A/C No. 50200026042642**".

- 3.8 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per the 'State Bank of India, highest marginal cost of lending rate + 2% per annum' or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee and the Promoter shall be entitled to recover the same, from time to time, or in its entirety before delivery of possession of the said Apartment.
- 3.9 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.
- 4) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove.
- 5) The Promoter shall confirm the final carpet area of the said Apartment and the appurtenances viz. balconies, attached terraces, wash area, garden area, if any, more particularly described in **Schedule III**, that has been allotted to the Allottee after the construction of the said Apartment is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in carpet area of the said Apartment and the appurtenances, subject to a variation cap of 3%. 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 that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

6) ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING PLANS AND CONSTRUCTION:

- 6.1 Subject to the provisions hereof, the Allottee hereby provide his/her/their no objection for variation, alteration and modifications in the sanctioned building plan, by utilising permissible FSI/TDR etc as stated hereto before, including the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc.
- 6.2 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies for the said Apartment have been shown separately. However for better utilization of space, the same have been enclosed and amalgamated into the room/s. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid by the Promoter in respect thereof.
- 6.3 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Land, paid FSI and permissible TDR of the said Larger Property alongwith FSI of the said Internal Road area, said Road Widening area, said Reservation area, said Amenity Space area and Transformer space area in the said Project. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan with vertical changes or otherwise of the building/wings. For the aforesaid purpose, the Allottee, by executing the present Agreement, has given consent and no separate consent will be required.
- 6.4 In case of any variations or modifications which adversely affects the said Apartment and prior consent of the Allottee is required, the Allottee shall give and



the Promoter shall obtain prior written consent from the Allottee in respect of such variations or modifications which adversely affect the said Apartment which the Allottee has agreed to purchase on ownership basis in pursuance of this instrument.

- 6.5 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer, or betterment of the said Project, the location/specification of the common facilities and services provided for the said Project, or the said Buildings, are/may required to be changed, then such an event the Allottee shall not raise any objection in respect thereof and the Promoter shall have sole discretion in that regard.

7) DISCLOSER PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the Floor Space Index sanctioned as on date in respect of the said Project is 9644.08 square metres (which includes FSI of Inclusive Housing of MHADA of 977.32 square metres) and the Promoter has proposed to utilize Floor Space Index of 11134.16 square metres on the said Project by availing FSI available of the said Land, paid FSI, permissible TDR alongwith FSI of the said Internal Road area, said Road Widening area, said Reservation area, said Amenity Space area and Transformer space, which may be modified during the construction with possible variation of 5% with the approval of the concerned authorities.

The 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 the Promoter only.

8) TERMINATION OF AGREEMENT:

- 8.1 Without prejudice to the right of the Promoter to charge interest in terms of clause no. 3.8 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and other outgoings) and on the Allottee committing 3 (three) defaults of payments of installments, the Promoter may terminate this Agreement; provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered



Post AD and by e-mail at the address provided by the Allottee, of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. After giving notice in writing, if the Allottee fails to rectify the default / breach of terms and conditions within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed of the Agreement.

- 8.2 If the Allottee, for any reason whatsoever (without the default of the Promoter), desires to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said Apartment with the prospective buyers, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed.
- 8.3 It is agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein is terminated then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- 8.4 On termination of transaction in respect of the said Apartment as aforesaid the Allottee herein shall be entitled to receive the amount being refund of consideration paid by the Allottee to the Promoter subject to the deductions as under :
- 8.4.1 In any of the event of termination as stated hereinabove, the Allottee is not entitled to receive refund of the amount paid by the Allottee to the Promoter, on account of Goods & Service Tax or any other taxes, Cesses, Stamp Duty, Registration Fee, etc, and the Promoter shall be in no way responsible for obtaining



refund (if so available) of the same from the concerned authorities.

- 8.4.2 The Promoter shall be entitled to deduct and retain 5% of the consideration amount as stated in clause no. 2 hereinabove as compensation.
- 8.4.3 If the Allottee availed housing loan against the said Apartment from any Bank / financial institution, etc. then the Allottee is not entitled to receive the aforesaid refund till producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment. The Promoter shall make the refund as above to such Bank / financial institution on behalf of the Allottee towards outstanding loan, and the Allottee shall be liable for clearing the balance outstanding loan amount, if any.
- 8.4.4 In the event termination of the present transaction, the Promoter shall be liable to refund the consideration amount as above within thirty days, from the date of termination/cancellation and execution and registration of the deed of cancellation.
- 8.5 Without prejudice to the aforesaid, on termination of this Agreement, the Allottee shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed (to be executed by the Allottee within 15 days from the receipt of intimation from the Promoter) and all other rights under this Agreement of the Allottee stand automatically extinguished.
- 8.6 Notwithstanding any of the above clauses, in the event, for any unforeseen reason beyond the control of the Promoter on account of force majeure or acts of God or Government orders/Restrictions/ or any adverse order being passed by any Court of authority and the construction is held up for unpredicted time and due to that the Promoter is unable to give possession of the said Apartment on due date as mentioned in Clause No. 9 herein below, the Allottee will be entitled to terminate this agreement by issuing proper letter in writing and on receiving such intimation, the Promoter shall refund the entire amount received towards consideration under this agreement along with simple interest at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest from the dates the amounts are received, within 30 days and on the Allottee executing Cancellation Deed and producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment, if any availed by the Allottee.
- 8.7 Notwithstanding anything contented hereinabove, it is agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.



9 COMPLETION AND DELIVERY OF POSSESSION:

9.1 The Promoter shall give possession of the said Apartment to the Allottee on or before **30th June 2021** provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of the said Apartment is delayed on account of force majeure conditions:-

- i. War, civil commotion or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.

It is further clarified that the Promoter shall be entitled for an extension of Six months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid *force majeure* conditions.

Subject to the aforesaid, if the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in clause no. 3.8 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

9.2 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee as per the agreement shall offer in writing the possession of the said 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 said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate in respect of the said Apartment.



- 9.3 Upon completion of the said Project, the Allottee shall be bound to take the possession of the said Apartment. The Promoter shall complete the common amenities and facilities of the said Project, as stated in Schedule V, within 4 months after completion of the construction of the said building, and the Allottee shall not be entitled to refuse the possession of the said Apartment on that count and/or otherwise
- 9.4 After the Allottee is satisfied herself/himself after inspection of the said Apartment, as to the specifications, area etc., the Promoter shall give the possession of said Apartment to the Allottee on payment of all dues payable by the Allottee. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy
- 9.5 Upon receipt of written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed/may be required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. If the Allottee neglects or fails to take possession within time provided above, then the Allottee shall continue to be liable for payment of maintenance charges as may be applicable, property tax, electricity charges and any other expenses and outstanding in respect of the said Apartment and the promoter shall not be liable for the same.
- 9.6 In the event, Promoter fails to complete the construction of the said Apartment, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, by way of interest calculated at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest (on the consideration paid till such date) in respect of the said Apartment, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Apartment is completed and the same is ready for handing over to the Allottee, provided that the Allottee has duly paid the requisite installments of the consideration in time and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Apartment. It is clarified that the acceptance of the delayed



payment made by the Allottee to the Promoter shall not amount to waiver. In the event, the Allottee has failed to pay the due installment/s on due date, he shall not be entitled to the aforesaid compensation, irrespective of the payment of an interest on delayed installments. It is further agreed between the parties hereto that, after receiving the possession of the said Apartment by the Allottee in pursuance of this clause, the Allottee shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter.

10 FORMATION OF ORGANISATION AND CONVEYANCE:

10.1 The Allottee along with other allottee(s) of Apartments in the said Project shall join in forming and registering the co-operative housing Society to be known by such name as the Promoter may decide and which may be approved by the relevant authority and for this purpose, from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the society of the Allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies.

10.2 The Promoter shall form only one Co-operative Housing Society of the apartment owners of the said Project. It is further clarified that within 3 months upon 51% booking of the said Project are completed with duly registered Agreements for Sale or within 4 months from the date of the receipt of the last occupation certificate of the said Project, whichever is earlier, the Allottee shall be entitled to get admitted as the member of the society formed as aforesaid..

10.3 The Allottee has been made aware by the Promoter that, the Promoter shall not form a condominium or company of the apartment holders and will form a cooperative society as aforesaid, and the Allottee shall not raise any objection in respect thereof and he shall become member of such society.

10.4 Within 3 (three) months from the date of the receipt of the Occupation Certificate for the said Project the Promoter shall convey to the Society all the right, title and



the interest of the Promoter in the said structure of the Building alongwith common amenities and facilities therein, subject to the rights of the Promoter to the unsold Apartments and recovery of all dues of the said Project.

10.5 It is clarified that the right of the Allottee shall be restricted to the said Apartment only and pursuant to the conveyance of the structure of the said Project in favour of the society, the Promoter shall solely be entitled to use the balance development potential, if any, on the said Land or elsewhere, as may be permitted by relevant authorities as per the applicable laws. The Allottee and the society formed as above shall not have any right, title and interest in respect thereof.

10.6 At the time of registration of conveyance of the structure of the building or wing/s of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.

11 OBSERVATION OF CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the said Apartment. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Apartment is situated.

12 SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings to be provided by the Promoter in the said Apartment as set out in **Annexure 3** annexed hereto. It is clarified that the fixtures and fittings shown in the mockup/sample flats at site are indicative only and actual installation will be as per the details mentioned in **Annexure 3**. The Promoter informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the said Apartment and the Allottee has agreed and accepted the condition.



13 DEFECT LIABILITY:

13.1 Once, the said Apartment is ready for use and occupation, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service (which shall be ascertained and scrutinized by an independent surveyor to be appointed by the Promoter), 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.

13.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipment, if any, solar system, if any, etc. will be as per the warranty provided by the respective manufacturer/supplier. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier. The Allottee and/or association of the allottees shall execute necessary service and maintenance contracts with respective agencies to ensure the maintenance and upkeep of the aforesaid. If they fail to maintain and upkeep the same, then the Promoter shall not be liable in respect thereof, and it shall not be considered as the defect.

13.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or to the civil structures or in the fittings, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, the Allottee or Society or anyone through them shall not carry out any structural changes in the building or equipments etc. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.



13.4 The defects covered hereinabove shall be restricted to manufacturing /workmanship defects caused by willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. The hair cracks appearing in the walls/plaster are possible in normal course of time, hence shall not be construed as manufacturing /workmanship defects.

14) PAYMENT OF TAXES, CESSSES ETC:-

14.1 Allottee shall be liable to bear and pay the applicable taxes viz. Value Added Tax, Service Tax, Local Body Tax, Goods and Service Tax etc., or any other local/state/central law imposing taxes, cess or levies as may be applicable in respect of the present transaction and the Agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.

14.2 It is further clarified that, after execution of this Agreement, the Service tax, Value Added Tax (VAT), Goods & Service Tax (GST) and LBT and any other taxes increased under respective statute by the central and/or state government 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 statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee of any such taxes, duties.

14.3 From the date of Completion/Occupation Certificate or Allottee starting the use of the said Apartment, whichever is earlier, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Apartment and proportionate maintenance charges in respect of the building/s in the said Project and expenses for common



facilities such as common light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee of apartments in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from the Allottee who are members for the society of such building which is to be formed by the Promoter as stated hereinbefore. But it is agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the said Project.

14.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

15) COMMON MAINTENANCE:

15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Land and the building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and Building/s. Until, the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

15.2 In view of the aforesaid and solely for the convenience of the purchasers in the said Project, till the formation of the Society, the Promoter has agreed to look after the maintenance at the request of the Allottee for initial period of 12 months (from the date of the possession or intimation by the Promoter for taking the possession, whichever is earlier), provided the Allottee pays an amount of **Rs._____/-** in



advance for 12 months. The Allottee shall pay the aforesaid amount to the Promoter as the lumpsum maintenance charges and the Promoter shall bear deficit amount, if so required. The Promoter shall not be liable to provide any accounts/details of such expenditure. Such arrangement shall not be construed as an agreement for maintenance services.

16) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

16.1 The Promoter has informed to the Allottee and the Allottee is/are also aware that, the Promoter is developing the scheme with intention to have homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb it 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.

16.2 Further, the Allottee shall observe that, the 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 shall not store soil or heavy things on terraces.

16.3 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, fire fighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the society to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the Society, the Promoter shall not be held responsible in respect thereof, and the society shall set it's own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property.

16.4 If the Allottee intends to install window and/or door grills, for security reasons, then the same shall be installed as per the design and specifications provided by the architect of the Promoter and same shall installed from interior side of the said Apartment.



17) ADJACENT TERRACES/SIT OUT/GARDEN SPACES:

It is also understood and agreed by and between the parties hereto that, the terrace space/sit-out/garden space in front of or adjacent to the terrace/garden apartments in the buildings in the said Project, if any, shall belong exclusively to the respective buyer of such apartment and such spaces are intended for the exclusive use of the respective such apartment owner. The aforesaid terrace space/sit-out/garden space shall not be enclosed by such apartment owner till the permission in writing is obtained from the concerned development controlling authority and the Promoter or the Society as the case may be.

18) CONSENT FOR MORTGAGE:

18.1 At present, the Promoter has obtained a project loan from Aditya Birla Finance Limited and Aditya Birla Housing Finance Limited, for the said Project, against the mortgage of the said Land and the construction thereon. The consideration paid by the Allottee shall be deposited in an escrow account, for the repayment of the aforesaid loan, as stated hereinabove.

18.2 If the Allottee desires to avail the housing loan against the security of the said Apartment, the Allottee shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter shall cause the existing lenders to issue requisite no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and the Allottee alone shall be liable to repay the same.

18.3 The Allottee without the written consent of the Promoter shall not be entitled to create any charge or third party interest or any third party rights, on the said Apartment, except for obtaining home loan for the payment of installments to the Promoter as stated hereinabove.

18.4 In case after entering into this Agreement, if the Promoter desires to obtain any further project loan or any other type of loan on the said Entire Project Land and/or the said Project or part thereof (excluding the said Apartment), then the Allottee by executing this Agreement has given his/her irrevocable consent for the same,



provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

18.5 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 rights and interest of the Allottee who has taken or agreed to take the said Apartment.

19) SPECIFIC COVENANTS:

19.1 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be 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 will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.

19.2 After the Promoter obtaining the occupation certificate in respect of the said Apartment, the Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.

19.3 The Allottee shall not raise any objection in the matter of sale of apartments being commercial or otherwise in the buildings which are to be constructed on the said Land, allotment of exclusive right to use garage, terrace/s, sit out/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of annoyance or inconvenience, that has been or will be permitted by law or by development controlling authority in the concerned locality.

19.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Entire Project Land and building/s / wing/s or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces,



recreation spaces, garden space etc. will remain the property of the Promoter until the said Entire Project Land and building is/are transferred to the Federal Society as hereinbefore mentioned.

19.5 Irrespective of the possession of the said Apartment being given to the Allottee and/or management of the said Building/s or said Project being given to an Ad-Hoc Committee of the Allottee of the apartments, the Promoters' rights under this Agreement are reserved for exploiting the potential of the said Larger Property and shall subsist and continue to vest in the Promoter till the final conveyance/documents of transfer is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer by reserving such rights.

19.6 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.

19.7 The open spaces provided in the said Project including any marginal open spaces adjacent to the building viz. private gardens, sit out, varandahs at ground floor or adjacent terrace or terrace above any apartment, etc., shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.

19.8 The Allottee shall not indulge in any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.

19.9 The parties hereto are well aware that, in sanctioned building plan floor height is shown from bottom of the floor slab and upto the top slab of concern



floor/apartment and considering varied thickness of the slab due to RCC design and flooring work, actual usable height may vary than the shown in the plan and considering this aspect, floor to top of the apartment, the height may be about 8'6" to 8'9" and the Allottee has accepted the variation.

19.10 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail

19.11 The Promoter shall apply to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. It is clarified that in the event Allottee needs to apply for obtaining any services independently, then in such case, the Promoter shall not be held responsible in respect thereof.

19.12 The Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building/s. The Allottee shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.

19.13 The Allottee with the other owners of the apartments through the association shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other



equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter/vendor in the building/Project.

19.14 The Allottee along with the other apartment owners at all times maintain all facilities, machinery, equipment installed in the building/said Project and shall ensure that all agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

19.15 After the maintenance of the building/Project is handed over to the association that has been formed, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/Society shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

19.16 The Allottee agrees that the parking spaces allotted with the said Apartment shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.

19.17 The Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

19.18 The Allottee, even after receipt of the possession of the said Apartment, shall permit the Promoter, its employees, workman or contractors and other service



providers to carry out and complete the remaining work, in the building and the said Project, without, any obstruction and/hindrance of any nature whatsoever.

19.19 The Allottee hereby confirms that he shall be solely responsible for compliance with the provisions of Foreign Exchange Management Act, 1999 and such laws, as may be applicable and the rules made thereunder and shall keep the Promoter indemnified.

20) OTHER COVENANTS:

The Allottee hereby further covenants with the Promoter as follows:-

20.1 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.

20.2 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned authority or any other authority or under any law and shall not carry or cause to carry heavy packages on upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

20.3 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the



supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

20.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members of the said Apartment or Building.

20.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance or whereby any increase in premium shall become payable in respect of the insurance.

20.6 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 said Land and the Building.

20.7 To pay the Promoter his share of security deposit demanded by concerned development controlling authority or Government or any other service connection to the building in which the said Apartment is situated, within 15 days of demand by the Promoter.

20.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Gov-



ernment and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

20.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained written consent thereof.

20.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Society and thereafter consent of the Society in writing shall be required to be obtained by the Allottee 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 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 Apartment.

20.11 The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.



- 20.12 Till a conveyance of the said Entire Project Land on which the Building in which the said Apartment is situated is executed, in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment and the said Land and building or any part thereof to view and examine the state and conditions thereof.
- 20.13 If the Allottee intends to carry out any interior work, modification (not affecting the structure), subject to the terms of the present agreement, then he shall obtain the written permission from the Society, for the same. Till the formation of the Society, he shall obtain the permission from the Promoter. The Allottee shall deposit, an interest free security deposit of Rs. 50,000/- or such other amount as may be specified from time to time, with the Promoter or the Society, as the case may be.
- 20.14 For the purposes aforesaid, the Allottee may store the required material, generated waste etc., in the designated area (if so provided) or in his designated parking area and he shall be liable to clear the same, in appropriate time and manner, to the satisfaction of the Promoter or the Society. In the event, the Allottee fails to clear the site, within reasonable time the security deposit paid by him shall stand appropriated in pro rata ratio. The Allottee shall solely be liable for all the costs and damages caused by him and/or agencies/personnel appointed by him for any damage to the building, common areas, facilities etc. and such costs will be deducted from the aforesaid security deposit alongwith deficit amounts to be recovered, if any.
- 21) NAME OF THE ENTIRE PROJECT AND BUILDING/S:**
- Notwithstanding anything contained anywhere in this agreement, it is agreed between the parties hereto that, the Promoter has decided to have the name of the said Project “**ROHAN LEHER III**” and building/wings will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or proposed Society are not entitled to change the aforesaid Project name and remove or alter the Promoter's name board in any circumstances.



22) NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID _____ provided by the Allottee/at the address intimated in writing by the Allottee. 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 AD 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.

23) EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under.

24) SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

25) 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 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.



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 7(Seven) 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:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, publicity material like brochure etc., arrangements whether written or oral, if any, including between the Parties in regard to the said Apartment.

28) RIGHT TO AMEND:

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

29) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the



Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

30) 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.

31) JURISDICTION:

This Agreement shall be subject to the jurisdiction of RERA Authority and also subject to the jurisdiction of Courts in Pune.

32) REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with a copy of registration receipt from the Allottee.

33) PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other agreements or final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee will be a member.

The Allottee has paid proper stamp-duty alongwith appropriate registration fees herewith.

As per the Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii), if the Allottee transfers /assigns the rights under this agreement to any subsequent Allottee within a period of 1 year, the Allottee is entitled to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25, Explanation -1. The parties hereto shall be entitled to



get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee will be the member in respect of the said Apartment.

SCHEDULE-I

(DESCRIPTION OF THE LARGER PROPERTY)

All that property being (a) S. No. 60/1/2/2/1/3/plot no.1 admeasuring area 3109.75 square meters, (b) S. No. 60/1/2/2/1/3/plot no.2 area admeasuring 966.79 square meters, (c) S. No. 60/1/2/2/1/3/plot no.3 area admeasuring 104.65 square meters, (d) S. No. 60/1/2/2/1/3/plot no.4 admeasuring area 1688.14 square meters, (e) S. No. 60/1/2/2/1/3/plot no.5 area admeasuring 644.53 square meters, (f) S. No. 60/1/2/2/1/3/plot no.6 area admeasuring 195.09 square meters and (g) S. No. 60/1/2/2/1/3/plot no.7 area admeasuring 36.05 square meters; total area admeasuring 0 Hectare 67.45 Are i.e. 6745 square metres, situated at village Baner, within the Registration District Pune, Sub- Registration District Haveli, and within the limits of Pune Municipal Corporation and bounded as follows:

On or towards the North : By part of S. No. 60
On or towards the South : By Nala
On or towards the East : By S. No. 61
On or towards the West : By S. No. 60(Part)

SCHEDULE-II

(DESCRIPTION OF THE SAID LAND)

All that S. No. 60/1/2/2/1/3/plot no.1 admeasuring area 3109.75 square meters, situated at village Baner, within the Registration District Pune, Sub- Registration District Haveli, and within the limits of Pune Municipal Corporation.

SCHEDULE-III

(DESCRIPTION OF THE SAID APARTMENT)

1. Name of the Project : **ROHAN LEHER III**
2. **Apartment No.** _____, Situate on _____ **Floor**



3. Apartment Carpet Area admeasuring _____ **square metres**.

Along with appurtenances:

4. Exclusive right to use adjoining terrace of area admeasuring _____ **square metres**;
5. Exclusive right to use adjoining Dry Terrace area admeasuring _____ **square metres**;
6. Exclusive right to use parking space admeasuring area about _____ **square metres**.

SCHEDULE-IV

(COMMON/LIMITED COMMON AREAS AND FACILITIES)

(A) COMMON AREA AND FACILITIES :-

1. RCC Frame work structure of the building.
2. Drainage and water line work.
3. Electric room, transformer, main cables, electric meters connected to common lights, water connections, pump set etc.
4. Fire fighting system and equipment.
5. Water tank for the project along with water pump.
6. Lift / Elevator with lift room, lift well.
7. Entrance lobby.
8. Common areas and facilities for the said Entire Project as listed in Annexure-4 hereto.

(B) RESTRICTED/LIMITED AREAS AND FACILITIES :-

1. Terraces adjacent, if any, to the Apartments shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. The open space adjacent to the ground floor / stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoter shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking area under stilt/basement/side margin shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.

All areas etc. which are not covered under aforesaid head “Common Area and Facilities” are restricted areas and facilities which include, the marginal open



space, terraces, parking, within the said Land and in the building/s which is/are under construction on the said Land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of the Apartment or to convert the Restricted Area into Common Area or vise- versa.



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
by within named the **Promoter**
ROHAN BUILDERS AND DEVELOPERS PVT. LTD.
through its authorised Director
SHRI SANJAY K. LUNKAD

SIGNED, SEALED AND DELIVERED
by within named the **Allottee**

1. _____

2. _____

IN THE PRESENCE OF:-

- 1) Signature

Name

Address

- 2) Signature

Name

Address

