

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and executed at Pune on this ____ day of _____ 2021

BETWEEN

Duville Estates Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956 having its office at 81 Sopan Baug, Ghorpadi, Pune - 411001 Maharashtra and hereinafter referred to as the **"PROMOTER"** through its authorized officer/s representative/s **Mr. Shrinivas Kulkarni, Age 45 and Mrs. Priyanka Nandurkar, Age 31** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators & successors-in-title and assigns)

....PROMOTER

AND

Mr Behram Bomanji Dubash and Mrs Bakhtawar Behram Dubash acting in their capacity as Trustees of Tushad Behram Dubash Trust and Ria Behram Dubash Trust, both having office at Darabshaw House, Ballard Estate, Mumbai 400 001 and hereinafter collectively referred to as the **"OWNERS"** and individually referred to as the **"OWNER"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, executors and administrators) all represented by their duly constituted attorney Duville Estates Pvt. Ltd., through their authorized officer/s representative/s **Mr. Shrinivas Kulkarni, Age 45 and Mrs. Priyanka Nandurkar, Age 31**

.... OWNERS

.. OF THE ONE PART

AND

1) **Mr/Mrs.** _____, Age ____ years, Occupation _____,

2) **Mr/Mrs.** _____, Age ____ years, Occupation _____,

Both residing at _____ and hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators)

.. OF THE OTHER PART

WHEREAS:

- A. The Promoter is in possession of and well and sufficiently entitled to the development rights (and the ownership rights of the land bearing survey nos. 16/1, 16/2A 16/2B, 16/3, 17/1, 17/3, 17/5, 14/1/2 (pt) and survey no. 17/4 (pt) of the property described in the **First Schedule** hereunder written (**"the Larger Property"**);
- B. The Promoter proposes to develop the Larger Property and execute a real estate project under the name **"Project Riverdale"** (**"the said Larger Project"**) in one or more phases.
- C. In the fourth phase the Promoter proposes to develop the land bearing Plot No. B, forming part of the Larger Property, in three phases, which plot is more particularly described in the **Second Schedule** hereunder written (**"the said Plot B"**).
- D. The second of the three phases of development of Plot B consists of three buildings together with the land underneath it admeasuring an area of 9,073 sq. mtrs. out of the

land admeasuring in aggregate 33,372 sq.mtrs, consisting of Survey No. 16/2A (part), Survey No. 17/1 (part), Survey No. 17/3 (part) and Survey No. 17/4 (part) and is subject matter of this agreement (the said first phase is hereinafter called **“Phase 1 of Plot B”** and the land with three buildings which is being proposed to be developed in Phase 1 of Plot B is hereinafter called **“the said Plot”**.) The said Plot is more particularly described in the **Third Schedule** hereunder written.

- E. By and under a Development Agreement dated 26th December, 2007 executed between the Owners and the Promoter, duly registered with sub-registrar Haveli- VII, Pune, under registration number 11178/2007 the Promoter is inter-alia amongst other parcels of land, well and sufficiently entitled to irrevocable the development rights of land bearing (1) Survey No. 16/2A totally admeasuring 2 Hectares 34 Ares i.e 23,400 sq.mtrs (save and except an area admeasuring about 78 Ares i.e. 7,800 sq.mtrs. hereinafter called “the said 7,800 sq.mtrs of Survey No. 16/2A”) (2) Survey No. 17/1 (36,600 sq.mtrs.) and (3) Survey No. 17/3 (2,800 sq.mtrs) situated at Revenue Village- Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No VII, Pune.
- F. By a Deed of Exchange dated 26th October, 2014 (registered with the sub-registrar, Haveli No.8, Pune under serial no. 7834/2014) made between Mr. Ramesh Dattatray Adhav and the Promoter, the said Mr. Ramesh Dattatray Adhav in consideration of the “Owners Area” defined therein, did thereby sell, transfer, convey and assure unto the Promoter, the said 7,800 sq. mtrs. of Survey No. 16/2A situated at Revenue Village- Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No VII, Pune.
- G. By the following sale deeds, Duville has purchased the land admeasuring 2,400 sq.mtrs. or thereabouts bearing survey no. 17/4 situated at Revenue Village- Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No VII, Pune:-

Sr.no	Sale Deed date	Registration details	Name of Owners who transferred to the Promoters	Area in sq.mtrs.
1.	23.12.2019	19423/2019 (Haveli21)	Vithoba Laxman Pathare and 4 others through their constituted attorney Pearl Developers.	600
2	23.12.2019	19425/2019 (Haveli 21)	Dattatray Pathare and 4 others through their constituted attorney Pearl Developers.	200
3	23.12.2019	19425/2019 (Haveli 21)	Dattatray Pathare and 4 others through their constituted attorney Pearl Developers.	100
4	30.12.2019	18858 / 2019 (Haveli 27)	Vilas Chandrakant Pathare and 12 others.	300
5	3.3.2020	3144/2020 (Haveli 27)	Shankar Rama Pathare and 12 others.	300
6	10.8.2020	5938/2020 (Haveli 27)	Maruti Patilbua Pathare and 12 others.	300
7	4.9.2020	6941/2020	Gulab Ankush Pathare and 53 others.	300

8	11.11.2020	9415/2020	Suman Kailas Modak and 3 others. (Supplemental Sale Deed)	
9	16.01.2020	817/2020	Balu Nathu Pathare and 10 others	300
			Total	2,400

- H. Accordingly, the Promoter is holding irrevocable development rights in (1) land bearing survey no. 17/1 admeasuring 18,600 sq.mtrs (2) land bearing survey no. 17/3 admeasuring 2,800 sq.mtrs and (3) land bearing Survey No. 16/2A admeasuring 23,400 sq.mtrs. (save and except the 7,800 sq.mtrs, which is owned by the Promoter under the said Deed of Exchange executed with Mr. Ramesh Adhav). The Promoter is also the Owner of the said land admeasuring 7,800 sq.mtrs out of Survey No. 16/2A and said also land bearing survey no. 17/4 admeasuring 2,400 sq.mtrs.
- I. Plot B consists of an area of 33,371 sq. mtrs. out of the land admeasuring in aggregate 82,000 sq.mtrs, consisting of Survey No. 16/2A (23,400 sq.mtrs), Survey No. 16/2B (admeasuring 11,900 sq.mtrs), Survey No. 16/3 (admeasuring 22,900 sq.mtrs), Survey No. 17/1 (admeasuring 18,600 sq.mtrs), Survey No. 17/3 admeasuring 2,800 sq.mtrs and Survey No. 17/4 (2,400 sq.mtrs) The Promoter is in possession of the said Plot B.
- J. Out of the said Plot B, the Promoters propose to develop, a project known as **“Riverdale Grove”** as the said Phase 1 of Plot B on an area admeasuring 9,072.92 sq.mtrs with 3 buildings proposed to be constructed thereon (hereinafter called **“the said Plot”**). The said Plot is highlighted in **red colour** on the plan annexed as **Annexure 1**.
- K. The Promoter proposes to construct about basement (part or full), lobby. 3 parking levels and 29 or more floors and has received sanction from the Pune Municipal Corporation for commencement of construction of 16 Floors of A wing and 1 floor each of B and C Wings.
- L. The Allottees are offered an apartment bearing number No. _____ on _____ **Floor**, (hereinafter referred to as the **"said Apartment"**) in **Wing** ___ of building Riverdale Grove **the said Project** _____ (hereinafter referred to as the **"said Building"**) being constructed by the Promoter on the said Plot.
- M. The Pune Municipal Corporation has sanctioned the building layout and the plans (**"the said Layout Plan"**) for construction of the said Building for residential units on the said Plot vide Commencement Certificates No. CC/2046/20 dated **18th March 2021**. A copy of the said sanctioned Layout Plan of the said Larger Property so approved is annexed hereto and marked as **Annexure-1**.
- N. The Promoter has entered into a standard Agreement with M/s Pinnac AECL Consultancy Pvt. Ltd., Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- O. The Promoter has appointed M/s. J.W. Consultants LLP Structural Engineers who are engaged for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architects and the Structural Engineers till the completion of the said Building.
- P. The Promoter has taken necessary steps for phase wise registration of the said Project with the Real Estate Regulatory Authority at Mumbai and the registration number of said phase i.e. Riverdale Grove is _____.
- Q. By virtue of the various Sale Deeds, Development Agreements/Deeds/irrevocable Powers of Attorney and other ancillary and related writings the Promoter alone has the sole and exclusive right to sell the apartments in the said buildings to be constructed by the Promoter on the said Plot and to enter into agreements with the allottee/s of the

apartment/s as per the plan sanctioned and to receive sale consideration in respect thereof.

- R. The Allottee/s has / have demanded from the Promoter and the Promoter has given complete inspection to the Allottee/s of all the documents of title relating to the said project, the plans, design and specifications prepared by the Promoter's Architects M/s Pinnac AECL Consultancy Pvt. Ltd. and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as the "**MOFA**") and the rules made there under as also under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and the rules made thereunder. The Allottee/s has / have also examined all documents and information uploaded by the Promoter on the official website of the Maharashtra Authority as per provisions of RERA and rules made thereunder and fully understood the contents thereof in its entirety.
- S. The Allottee/s has / have been furnished with the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter (annexed hereto as **Annexure '2'**) copies of property card or extract of Village forms VII or VIIA or XII or any other relevant revenue records showing the nature of the title of the Promoter to the said **Plot** on which the apartment/s are to be or being constructed (annexed hereto as **Annexure '3'**) and plans and specifications (viz; the dimensions) of the Apartment ("the Apartment Plan") agreed to be purchased by the Allottee/s as sanctioned and approved by the Pune Municipal Corporation (annexed hereto as **Annexure '4'**) and the Allottee/s is/are fully satisfied about the Owners' marketable title to the said Plot and the valid and subsisting rights of the Promoter thereupon and thereto and shall at no point in time raise any issue or dispute relating to the same. The Layout Plan and the Apartment Plan, as sanctioned by the Pune Municipal Corporation are hereinafter collectively referred to as "**the said Plans**").
- T. The Allottee/s has / have carried out independent necessary search by appointing his/her/their own Advocate and the Promoter has answered all requisitions he/she/they have raised regarding the title and the nature of the title and the Allottee/s has/have fully satisfied himself/herself/themselves in respect of the Promoter's title to the said Plot B and agreed to purchase the said Apartment in the said Building.
- U. The Promoter shall obtain the balance approvals from Pune Municipal Corporation from time to time so as to obtain Building Completion Certificate and Occupancy Certificate of the said Building.
- V. The Collector, Pune has accorded the requisite permission for non-agriculture use of the said Plot B (which includes the said Plot) vide its letter/order dated **19th August 2015** annexed hereto as **Annexure '5'**.
- W. While sanctioning the said Plans the concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said Building and upon due observance and performance of which only the completion and occupation certificate in respect of the said Building shall be granted by the concerned local authority.
- X. The Promoter has obtained environmental clearance certificate on **28th June 2016 and 7th August 2018** for the entire project on the Larger Property. Further, the Promoter has applied for amendment of the said environmental clearance certificate/s and approval thereof is pending.
- Y. The Promoter will commence construction of the said Project after obtaining the environmental clearances and commencement certificate.
- Z. The Promoter has mortgaged the entire Larger Property to Housing Development Finance Corporation Ltd. (**HDFC LTD.**) to avail construction loan for the said Project.
- AA. The Allottee/s herein being desirous of acquiring the said Apartment applied to the

Promoter/Owners for purchase of the Apartment **bearing No.** _____ admeasuring _____ **sq. mtrs. carpet area** (as defined in Section 2 (k) of the RERA read with the explanation thereto) (which 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 subject to variation on account of internal plaster and finishing on the _____ **Floor**, in the said Building together with **terraces** admeasuring _____ **sq. mtrs.** adjoining /appurtenant/ abutting hereinafter collectively referred to as the "**said Apartment**" and described in the **Third Schedule** hereunder and shown on the Plan marked as **Annexure '6'** attached hereto on the terms and conditions and covenants and consideration herein below written.

BB. 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;

CC. On or before the execution of these presents, the Allottees/s has/ have paid to the Promoter the sum of **Rs.** _____/- (**Rupees** _____ **Only**) being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the receipt & payment whereof the Promoter doth hereby admit and acknowledge), and the Allottee/s have agreed to pay to the Promoter balance of the sale consideration in the manner hereinafter appearing.

DD. Under section 4 of MOFA and section 13 of RERA the Promoter is required to execute a written agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

EE. By a resolution passed by the board of directors of the Promoter have authorised their officers/ representatives **Mr. Shrinivas Kulkarni** and **Mrs. Priyanka Nandurkar** to execute Agreements for sale in relation to the said Plot and get them registered with the concerned sub-registrar. The said authority is however subject to a certificate being issued by Mr. Tushad B. Dubash, the Director of the Promoter for each flat / unit for which the agreement for sale is proposed to be executed and got registered. A certificate for execution of this agreement and getting it registered has been obtained from Mr. Tushad B. Dubash, a copy whereof is annexed as **Annexure 9** hereto.

FF. The parties are desirous of executing this agreement to record their understanding on the terms and conditions set out hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

1. The Promoter shall construct the said Building consisting of basement, ground, 3 podiums and 29 upper floors on the said Plot in accordance with the said Plans, designs, specifications (i.e. the dimensions) as approved by the Pune Municipal Corporation and which have been verified and approved by the Allottee/s with only such variations amendments, revisions and modifications as the Promoter may consider necessary or as may be required by the Pune Municipal Corporation/the Government to be made in them or any of them. Provided that the Promoter shall, wherever required, obtain prior consent in writing of 2/3rd of all allottee/s who may have taken apartments in the said building, as per the provisions of section 14 of RERA read with the rules thereunder, in respect of such variations or modifications, which may adversely affect the said Apartment.

2. (a) The Allottee/s hereby agree/s to purchase from the Promoter/Owners and the Promoter/Owners hereby agree to sell to the Allottee/s the said Apartment No. _____ on the

_____ Floor in __ Wing in building **Riverdale Grove** admeasuring _____ sq. mtrs (carpet area) together with the exclusive right to use and occupy the open space/terraces/garden areas adjoining thereto in case of garden apartments (hereinafter called **“the said Open Area”**) admeasuring _____ sq.mtrs. adjoining /appurtenant/ abutting as shown in the floor plan thereof hereto annexed as Annexure 6 and a covered parking space admeasuring ____ sq. ft. (hereinafter called **“the Covered Parking Space”**) for the consideration of **Rs. _____/- (Rupees _____ Only)** The aforesaid amount however excludes all expenses for stamp duty and registration fees, M. S. E. D. C. L. transformer and meter charges, society registration charges and taxes, which shall be paid by Allottee/s over and above the price of the said Apartment. The said Covered Parking Space is hereby allotted on a “Provisional” basis. The Promoter reserves the right to allot a particular Covered Parking Space to the Allottee/s at the time of handing over the possession of the said Apartment.

2. (b) The total aggregate consideration amount for the Apartment/s is **Rs. _____/- (Rupees _____ Only)**

2. (c) The Allottee/s has / have 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 the balance amount of Purchase price of **Rs. _____/- (Rupees _____ Only)** to be paid to the Promoter in terms of this Agreement as under:

Payment Schedule Linked with Construction	Amount to be Paid (INR)
On Booking	10%
On Agreement Registration	10%
Commencement of Excavation	5%
Commencement of Plinth Work	5%
Commencement of Second Podium Slab	5%
Commencement of Fourth Podium Slab	5%
Commencement of Top Podium Slab	5%
Commencement of 3rd floor Slab	5%
Commencement of 6th floor Slab	5%
Commencement of 9th floor Slab	5%
Commencement of 12th floor Slab	5%
Commencement of 15th floor Slab	5%
Commencement of 18th floor Slab	2.5%
Commencement of 21st floor Slab	2.5%
Commencement of 24th floor Slab	2.5%
Commencement of 27th floor Slab	2.5%
Commencement of Plumbing	5%
Commencement of Electrical	5%
Commencement of Flooring	2.5%
Commencement of Painting	2.5%
On Notice of Handover	5%
Total	100%

The balance and/or the remaining amount shall be payable at the time of occupation i.e. on or before receiving possession of the said Apartment and upon the Allottees/s clearing all dues on account of deposits, interest costs, charges, damages or otherwise howsoever. It is expressly agreed that for each of the above payments, time is of the essence of the contract.

It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is also entitled to merge or consolidate and/ or sub-divide two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment.

The Allottees/s shall make payment to the Promoter by Demand Draft or Local Cheques or RTGS/NEFT. In the event Allottee/s avail of any loan and/ or funding from the bank or financial institution, the Allottee/s shall ensure that it communicates the Payment Plan to the bank / financial institution and the bank / financial institution makes the payment of instalments as per payment plan, notwithstanding any dispute etc between the Allottee/s and the bank / financial institution. The Allottee/s alone shall be fully responsible to ensure that the payments of instalments are made in time by the bank; irrespective of any communications/correspondence between the Promoter and the bank. If the Allottees/s and / or bank/ financial institution makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoter and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

It is clarified that the Allottees/ s shall be considered to be “allottee/s” as defined under the RERA Act, only upon the execution and registration of this Agreement. The Society or the ultimate body formed by all the allottees shall contain detailed provisions for expulsion of the any allottee as the member of the Society or the said ultimate body upon their failure to pay the entire consideration agreed in this Agreement or any part thereof.

2. (d) The total price as mentioned above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said building, payable by the Promoter) up to the date of handing over possession of the apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST (Central and State) and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Purchaser alone and the Promoter/ Owner shall not be liable to bear or pay the same or any part thereof.

2. (e) 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 Pune Municipal Corporation /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose a copy of the notification/order/rule/regulation published/issued in that behalf along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2. (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ 2% above the MCLR of State Bank of India for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

2. (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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/s within forty-five days with annual interest at the rate prescribed under the rules under RERA from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan and non-payment towards the increase in the area shall attract interest as above from the date of the next milestone of Payment Plan till the Allottee/s makes the payment and Promoter realise the same. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 (a) of this Agreement.

2. (h) The Allottee/s 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/s undertake not to object/demand/direct the Promoter to adjust his payments in any manner. Interest at the rate prescribed under the rules under RERA shall be applicable for any delay / default by the Allottee/s in the payment milestone, from the due date till the payment by the Allottees/ its bankers and realisation by the Promoter. The Allottee/s agrees that any such interest will be first deducted from part payments received by the Promoter from the Allottee/s.

3. (a) 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 Pune Municipal Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the Pune Municipal Corporation occupancy and/or completion certificates in respect of the apartment.

3. (b) Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the project/building and handing over the apartment to the Allottee and the common areas to a Co-operative Society/Limited Company/Condominium of Apartment Holders (hereinafter referred to as "**Ultimate body**") of the allottee/s 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c) herein above. ("**Payment Plan**"). It is clarified that the Promoter shall have the sole option of forming the said Ultimate body i.e. Society etc. separately for each building / each phase with a holding / federal society OR a single Society for the entire project.

3. (c) On the Allottee/s committing default in payment on due date of any amounts due and payable by the Allottee/s to the Promoter under this Agreement in terms of payment schedule and/or other monies/deposits payable hereunder on the due dates shall be construed as a breach on the part of the Allottee/s and in the event of such breach, the Promoter shall, at its option be entitled to:

- i. Forfeit 10% of the total consideration amount together with the amount of interest due on outstanding payments as provided in clause 3 (c) (ii), if any, as liquidated damages from and out of the money already paid by the Allottee/s to the Promoter and rescind and terminate this Agreement and allotment of the said apartment. In the event the amount paid by the Allottee is less than 10% of the total consideration amount, the Promoter shall be entitled to forfeit the entire amount so received from the Allottee/s and recover from the Allottee the balance amount towards the said liquidated damages. The parties agree that 10 % of the total consideration amount together with the amount of interest due on outstanding payments as provided in clause 3 (c) (ii), if any, is a

genuine pre-estimate of the loss that may likely be suffered by the Promoter due to the aforesaid default that may be committed by the Allottee/s. The Allottee/s confirm that on committing such a default, the Allottee/s shall not have any right, title and interest in respect of the said Apartment and the Promoter shall be at liberty and be entitled within its own right, to dispose off and sell the apartment/s to such person and at such price as the Promoter may in its absolute discretion think fit.

- ii. The Allottee/s agrees that in relation to any loan / funding scheme availed by the Allottee/s from any bank/ financial institution if such bank/ financial institutions, if there is a delay in the release of payment of instalments as per the Payment Plan (with grace period, if any), for any reasons whatsoever, the Allottee/s shall be held solely responsible for the same and apart from interest on delayed payments being leviable, the Promoter shall be entitled to exercise his rights under the sub-clause (i) above.
- iii. The Allottee agrees to pay to the Promoter, interest at the rate prescribed in the Rules under RERA, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter till the actual receipt of the same along with interest thereon and including any other charges / interest that may be levied by the Bank, if any. The Allottee/s agrees that any such interest will be first deducted from part payments received by the Promoter from the Allottee/s.
- iv. It is clarified that interest at the aforesaid rate will be payable on delayed payment of any amount payable under the terms of this Agreement. Accordingly interest would be payable on delayed payment of GST, maintenance charges, any payment towards any taxes, etc.
- v. The Allottee/s have confirmed and agreed that under any circumstances, the interest leviable and charged on delayed payments shall not be waived.

3. (d) In the event the Allottee/s desires to cancel or terminate this Agreement without having committed any default in payment of any amounts due and payable by the Allottee/s to the Promoter under this Agreement, the Allottee/s shall give a notice of --- days to the Promoter terminating this Agreement. Such termination shall be on the following terms and conditions:

- (i) 10% of the total consideration amount payable under the said Agreement, shall stand forfeited, as liquidated damages from and out of the money paid by the Allottee/s.
- (ii) In addition, the Promoter will also be entitled to deduct all the charges and expenses, including the brokerage, legal fees, etc. incurred by the Promoter from and out of the money paid by the Allottee/s.
- (iii) In the event the amount paid by the Allottee/s is less than the aggregate of the amounts specified in (i) and (ii) above, the Promoter shall be entitled to forfeit the entire amount so received from the Allottee/s and recover from the Allottee/s the balance amount towards the said liquidated damages and expenses and charges incurred by the Promoter.
- (iv) The parties agree that 10 % of the total consideration amount, is a genuine agreed pre-estimate of the loss of profit that may likely be suffered by the Promoter due to the cancellation/termination of this Agreement by the Allottee.
- (v) Upon the receipt of the notice of cancellation/termination from the Allottee by the Promoter, the Allottee shall cease to have any right, title or interest in the said Apartment and the Promoter shall be at liberty to dispose off and sell the said Apartment/s to such person and at such price as the Promoter may in its absolute discretion think fit.”
- (vi) A deed of cancellation shall be executed and registered at the costs of the Allottee/s. In the event the Allottee/s does not make himself/ herself / themselves available for execution and / or

registration of the deed of cancellation, the Promoter shall have the option (but not the obligation) to obtain appropriate orders/ directions/ declarations from the Authority under RERA and / or any other court or forum, as the Promoter deems fit as per legal advice and cause unilateral execution and registration of the deed of cancellation or such other writing as directed/ ordered by such Authority / court/ forum. The Allottee/s hereby provides his / her / their irrevocable and unconditional consent to the Promoter for taking all such steps as may be required and getting a unilateral deed of cancellation executed and registered.

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Plot is _____ Square Meters only hereafter referred to as the "Said FSI" and in addition to the "Said FSI" the Promoter has planned to utilize Floor Space Index of _____ Square Meters by availing of TDR or FSI available on payment of premiums or 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 _____ Square Meters as proposed to be utilized by him on the Plot B and the Allottee/s has / have 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. The Promoter shall, without any let, hindrance or objection on any account from the Allottee/s be entitled to avail and / or utilise anywhere on the said Plot or Plot B or in/upon the proposed building/s on any part of the Larger Property any present or future available FSI/ T.D.R. which it may hold, acquire & obtain and / or covert into TDR/ DCR / transferable right certificates. This condition being of the essence. The Allottee/s hereby expressly consent/s to the Promoter redesigning the said building/s and the area or area which the said Promoter may desire to realign and re-design and the Promoter will be entitled to utilise any F.S.I./T.D.R or any additional/increase in F.S.I., (subject to procuring necessary written consent from the Allottees, if required, as per the provisions of RERA) which may be available and/or allowed to be utilised on the said Plot and / or Plot B or any part thereof or any adjoining property or properties in the Larger Property or elsewhere at the sole discretion of the Promoter as the case may be and till the entire complex/scheme is completed and the F.S.I./T.D.R. available on the said Plot B is duly utilised by the Promoter and the amount or amounts receivable by the Promoter from the Allottee/s of the apartments in the said building is/are duly received by the Promoter and all the obligations required to be carried out by the Allottee/s herein and the Allottees of the said apartments in the said building/s are fulfilled by them. The Allottee/s also further confirm/s and agree/s that the Promoter also intend to utilise further TDR and benefit of F.S.I. available to them over the said Plot B for constructing further floor/s and wings adjoining to or connected with the said building/s in accordance with the building plans as may be sanctioned which F.S.I. shall be available to the Promoter absolutely and the Allottee/s shall have no claim or dispute in respect thereof.

5. 1) Subject to the other provisions of this Agreement, if the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, if they do not intend to withdraw from the project, interest at the rate as specified in the rules under RERA on all the amounts paid by the Allottee/s, for every month of delay, till the completing of the project.

5. 2) Without prejudice to the right of Promoter to charge interest in terms of sub clause 3 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by Pune Municipal Corporation and other outgoings) and on the Allottee/s committing any single default of payment of instalments, the Promoter, may, entirely at his own option, terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the Promoter

within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

The Allottee/s shall on such termination be bound to execute a deed of cancellation and make himself/ herself / themselves available for registration. In the event the Allottee/s does not make himself/ herself / themselves available for execution and / or registration of the deed of cancellation, the Promoter shall have the option (but not the obligation) to obtain appropriate orders/ directions/ declarations from the Authority under RERA and / or any other court or forum, as the Promoter deems fit as per legal advice and cause unilateral execution and registration of the deed of cancellation or such other writing as directed/ ordered by such Authority / court/ forum. The Allottee/s hereby provides his / her / their irrevocable and unconditional consent to the Promoter for taking all such steps as may be required and getting a unilateral deed of cancellation executed and registered.

6. The Allottee/s has agreed to acquire the said Apartment together with the said Open Area, if any, and the Covered Parking Space defined in clause 2 (a) on what is known as "OWNERSHIP BASIS".

6a. The consideration for the said Open Area, if any and the Covered Parking Space as defined in clause 2 (a) is included in the consideration payable in respect of the said Apartment by the Allottee/s to the Promoter under this Agreement. The Allottee/s shall be entitled to exclusively possess, use, occupy, and enjoy the said Open Area, if any, in the same way as the said Apartment and make use thereof in any manner permissible under the rules and regulations of the Pune Municipal Corporation.

6b. This Agreement is on the express condition that certain apartments comprised in the said building/s to be constructed on the said Plot have or are being or will be sold subject to the mutual rights of such allottee/s with regard to his open areas and that the user of each of such apartment/s and the rights in relation thereto of each allottee/s shall be subject to all the rights of the other allottee/s in relation to his apartment/s. None of the allottee/s of the said remaining apartments shall have any right whatsoever to and shall not use and/or occupy the open areas or any part thereof acquired by any such allottee/s including the allottee/s concerned, as aforesaid nor shall he do or cause to be done anything whereby such allottee/s including the allottee/s concerned is prevented from using and occupying the said open areas as aforesaid or the rights of such allottee/s including the allottee/s concerned for the same are in any manner affected or prejudiced, correspondingly, the Allottee/s covenants that he shall exercise his rights consistently with the rights of the other allottees and shall not do anything whereby the allottee/s of the other apartment/s are prevented from using or occupying exclusively their apartment/s including the open areas or whereby the rights of the other apartment/s with regard to his/her/their apartment/s including the open areas.

7. 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 Pune Municipal Corporation at the time of sanctioning the said plans or thereafter and handing over possession of the premises to the Allottee/s and further facilitate to obtained occupation and/or Completion Certificate in respect of the apartment/s from the Pune Municipal Corporation.

8. The Promoter shall give possession of the said Apartment to the Allottee/s on or before _____ or such extended date, if any, as may be permitted or notified by RERA Authority. The Promoter also confirms that it will complete the project / phase relating to

completion of the said Plot on or before _____ or such extended date, if any, as may be permitted or notified by RERA Authority. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date _____ or such extended date, if any, as may be permitted or notified by RERA Authority then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the rate as specified in the rules under RERA from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of -

- i. Non availability of cement, steel, any raw material for construction etc;
- ii. war, civil commotion or act of God;
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iv. Labour unavailability/ problems,
- v. epidemic, pandemic or any similar situation.
- vi. Non-availability of any sanction/ occupation certificate/ etc due to administrative issues in the issuing organisation

9.1. Procedure for taking possession - The Promoter shall on or before the possession date as stated in clause 8 hereinabove give a notice in writing to the Allottee/s to take the possession of the apartment. The Allottee/s shall immediately upon receipt of the said notice make payment to the Promoter of all dues towards the apartment, including but not limited to all ancillary charges, taxes, maintenance charges, etc. Promoter shall give possession of the apartment to the Allottee/s within 15(fifteen) days from the date of receipt by the Promoter from the Allottee/s of all the above referred dues. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges and all other charges as per this Agreement in relation to the said Apartment, as determined by the Promoter or association of Allottee/s, as the case may be.

9.2. The Allottee/s shall take possession of the apartment/s within 15 days of the Allottee/s having paid to the Promoter all dues as mentioned in clause 9.1.

9.3. Failure of Allottee/s to take Possession of apartment: Upon making payment of dues as per clause 9.1, the Allottee/s shall take possession of the Apartment / s 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/s. In case the Allottee/s fails to take possession within the 15 days' time provided in clause 9.2 such Allottee/s shall continue to be liable to pay maintenance charges and all other charges as per this Agreement in relation to the said Apartment, as applicable.

9.4. If within a period of five years from the date of handing over the apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the apartment or the building in which the Apartment is 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

Provided further that the word “defect” here means only the manufacturing defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the apartment by the occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein. Provided further that it is also agreed that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or any fittings therein. In particular, it is agreed that the Allottee/s shall not tamper with or make any alteration in any of the fittings, pipes, water supply connections or any of the erections in the bath room as this may result in seepage of water and/or affect the strength of the structure. If any of such works are carried out without the prior written consent of the Promoter, the Allottee/s shall not be entitled to the warrantee regarding the defect liability and the alleged defect liability of the Promoter shall automatically stand extinguished. However, if the Allottee/s make/s any changes/alterations or cause leakages or other structural damages during this period which effects the said apartment or the other apartment/s in the said building/s directly or indirectly the same shall be the responsibility of the Allottee/s and the Promoter shall not be then liable for such defect liability as contemplated in these presents and further the Allottee/s shall be liable to the other Allottee/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost interest and damages.

10. The said apartment is agreed to be sold subject to:

- a. Any scheme or reservation affecting the said Plot or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Plot.
- b. Its present user as residential
- c. Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said Plot in general and for the benefit of any class of holders of any apartment/s and other apartment/s as the case may be or any part thereof including the absolute and irrevocable rights of the Promoter to exclusively and absolutely use and utilise as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said Plot.
- d. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.
- e. All the covenants and conditions ensuring for the benefit of the said person/s as contained in the Agreement/s made between them and/or the Promoter, Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Plot, Order of conversion and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said Plot or any part/s thereof.
- f. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said Plot and/or any part/s thereof of the Promoter in such manner as may be desired by the Promoter, the Promoter shall be entitled to grant over, upon or in respect of any portion/s of the said Plot, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity telephone connections and/or installations and other services in the said Plot and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Plot and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. The Promoter shall, if they so desire, be also at liberty to form and incorporate

one ultimate body hereinafter referred to in respect of the said Plot and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Allottee/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to the said term.

- g. It is agreed between the Promoter and the Allottee/s that the title to the Common Areas shall vest with the ultimate body. Common areas shall mean all areas which fall within the definition of "Common Areas" under RERA, however shall exclude Club House and Open Area defined under clause 2 hereinabove for Garden Apartments.
- h. It is being made expressly clear that the ultimate body's transfer deed/s in respect of the said Plot B viz. the said land and/or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective apartment/s comprised in the said Plot as the Promoter may reasonably require for giving effect to and/or enforcing all the restriction covenants and stipulations contained in this Agreement.
- i. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Allottee/s shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- j. The said apartment shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein.

11. The names of the buildings under construction are and shall always remain as stated above and the name of the ultimate body formed and the said land hereditaments and premises together with the building or buildings and other structure constructed on the said Plot shall bear the name **Riverdale Grove**. The Allottee's ultimate body shall not at any time change, alter or modify the said name without the prior written consent of the Promoter, which may be withheld without assigning any reason. The Allottee/s shall keep the front side and the rear elevation of the said building or building/s or podium/s or clubhouse or other structures in which the said Apartment /s is/ are situated in the same position only as the Promoter constructs and shall not at any time alter the position of the said elevation/ design/ location in any manner whatsoever without the prior consent in writing of the Promoter. If the Allottee/s or any other Allottee/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter only after obtaining the prior written consent of the Promoter. Notwithstanding what is contained herein, it is clarified that at no times shall any grills be affixed to any external front of the building or parking levels.

12. In the event of the ultimate body being formed and registered before the sale and disposal of all the apartments by the Promoter in the said building the power and authority of the ultimate body so formed or of the Allottee/s and the allottee/s of the other apartments in the buildings shall be subject to the over-all authority and control of the Promoter in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold apartments, unsold car parking spaces and other apartments and the disposal thereof.

13. The Promoter shall be liable to pay only the Municipal Taxes, at actual in respect of the unsold apartments, unsold car parking spaces and other premises and the token sum of Rs. 11/- (Rupees eleven only) per month towards outgoings in respect of the unsold apartments and unsold car parking spaces. In case the Deed of Conveyance is executed in favour of the Ultimate Body before the disposal by the Promoter of all the apartments and other premises in the said

building, then in such case the Promoter shall join in as the Promoter/Member in respect of such unsold apartments and unsold car parking spaces as and when such apartments and / or car parking spaces are sold, to the persons of the choice and at the discretion of the Promoter, (the realizations belonging to the Promoter alone) the Ultimate body shall admit as members the allottee/s of such apartments and / or car parking spaces without charging any premium or any other extra payment. It shall be the option of the Promoter either to have one Ultimate Body in respect of all or different group of building/s to be constructed by the Promoter as aforesaid on the said Plot or on the said Larger Property or portion/s thereof and to convey the said Plot or the said Larger Property or portion / s thereof to such Ultimate Body/society or to have separate Co-operative Housing Societies in respect of the different building/s / to be constructed by the Promoter, in which event, such different building or buildings / together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the Ultimate Body / Federation / Apex Body /separate bodies/ Co-operative Housing Societies, as the case may be, with adequate means of access to each of such building/s, with provisions for maintenance and repairs, by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s.

14. The internal specifications and amenities including the fixtures and fittings to be provided by the Promoter in the said apartment are those that are set out in **Annexure '7'** annexed hereto. The Allottee further agrees that it shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence.

15. The Allottee/s along with other Allottee/s of the apartment/s in the building shall join in forming and registering the ultimate body to be known by such name as the Promoter may decide and for this purpose also 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 ultimate body and for becoming a member, including the bye- laws of the proposed ultimate body and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee/s so as to enable the Promoter to register the said organisation of the Allottee/s. No objection shall be taken by the Allottee/s if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Associations as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16.1 The Promoter shall, within 3 months of majority allottees having booked their apartment in the Project or such extended period as may be permitted in law or by any forum, cause to be transferred to the Ultimate Body all the right, title and the interest of the Original Owner/ Promoter and/or the Owners in the allocated part of the said Plot B together with the building/s standing thereon by obtaining or executing the necessary conveyance in the said building/s in favour of such ultimate body as the case may be.

16.2. Within 15 days of (i) the notice in writing is given by Promoter to the Allottee/s (as stated in clause 9.1) that the apartment/s is/are ready for use and occupation or (ii) of the Allottee/s making the payment of all dues referred in clause 9.2, whichever is earlier, the time being of essence, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the apartment/s) of outgoings in respect of the said Plot and / or the said Building namely local taxes, betterment charges or such other levies by the Pune Municipal Corporation and/or Government, water charges, insurances, common lights, repairs and salaries of clerks, bills, collectors, security sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and/ or the said Building. Until the ultimate body is formed and the said land and building/s transferred to it, the Allottee shall pay, by way of advance payment of maintenance, a sum of **Rs. _____/- calculated at Rs 10/- per sq. ft.** as advance maintenance within ten days of the date of intimation from the Promoter with effect from the apartment being ready for occupation. The said advance payment will be retained by the

Promoter and the interest at the rate prevailing from time to time of a standard Nationalised/Scheduled Bank will be considered as interest earned on the maintenance advance payment and utilised for meeting the common maintenance repairs and up-keep including indirect expenses and service charges if such interest considered is inadequate, the Promoter shall call for additional deposit to meet the maintenance expenses of the Building and the Allottee/s shall pay the same within ten days of the demand. Alternatively, the Allottee/s will reimburse additional maintenance charges to the Promoter within ten days of the demand. In the event of there being any delay in payment of the amount, the Allottees shall also be liable to pay interest at the rate prescribed under RERA on the outstanding dues. In case, these payments are not being made to the Promoter, the Promoter shall have the right to adjust such deficit from and out of the Maintenance advance payment to recover the maintenance dues. The said advance has been calculated on an approximate basis for a period of 24 months and shall not be treated as the Promoter being obligated for holding the same for 24 months and maintaining the Building/s. Until such time that the Ultimate Body has been formed, the Promoter shall utilise the said funds for maintenance of the building at actuals. Within a reasonable period of formation of the Ultimate Body, the said advance will be transferred to such Ultimate Body, prior to 24 months. The Promoter shall be entitled to make appropriate adjustments for any shortfall or excess of such advance. Prior to the formation of the Ultimate Body, in relation to those Apartments / Car Parking Spaces, where possession has been given, the administration of maintenance thereof will be the responsibility of the Promoter, however at the costs and expenses of the Allottee/s.

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

- i. **Rs. 1,010/-** for share money, application entrance fee of the ultimate body of the Allottees.
- ii. **Rs. 5,000/-** for formation and registration of the ultimate body of the Allottees.
- iii. **On Actual Payment** towards proportionate share of taxes and other charges/levies in respect of the ultimate body of the Allottees.
- iv. **On Actual Payment** for deposit towards provisional monthly contribution towards outgoing of the ultimate body.
- v. **On Actual Payment** for deposit towards Water, Electricity and other utility and services connection charges.
- vi. **On Actual Payment** for deposits of electrical receiving and sub-station provided in layout.
- vii. **On Actual Payment** for deposit towards gas pipeline and services connection charges

All above mentioned charges/deposits are over and above of the other charges mentioned below.

18. Other charges for electricity, water and sanitary services charges **Rs. _____/- (Rupees _____ Only)** service line charge (S.L.C.), Security and transformer charges, cables backup genset cost any other additional cost and external infrastructure development charges, administrative and incidental expenses and overheads subject to change shall be as applicable and shall be payable by the Allottee/s at the time of possession. Other Charges that include but not limited to electricity clubhouse charges, administrative and incidental expenses and overheads subject to change as applicable and shall be payable by the Allottee/s at the time of possession.

19. The Allottee/s is aware that presently the said Plot is not serviced with the water supply by the Pune Municipal Corporation. The Allottee/s undertakes to pay such deposits and charges as applicable and demanded by the authorities for the connections of water supply and sewerage charges. The Allottee/s are fully aware and accept that the provision of water supply to the said Plot is within the purview of the Pune Municipal Corporation and the Promoter is in no way

responsible for the same. The Promoter has taken all necessary steps to avail the water supply connection, however till the stage water supply commences, in the event water is to be outsourced through tankers etc, the Allottee/s shall bear and pay all charges / expenses towards the same.

19A. The Allottee/s is / are also aware that providing electricity meters is the responsibility of the MSEB, however, in the event MSEB does not install meters at the stage where the possession of the Apartment is given to the Allottee/s, the Promoter shall make the requisite arrangements for power from its own sources, at its sole discretion and not as any obligation towards the Allottee/s. The Allottee/s shall bear and pay all charges / expenses towards the same as well as proportionate charges towards electricity.

19A. Stamp duty and Registration charges shall be as applicable and payable at the time of execution of these presents and shall be exclusively borne by the Allottee/s.

20. The Allottee/s shall on or before delivery of possession of the said Apartment/s keep deposited with the Promoter the Other Charges costs as mentioned in clause nos. 17 & 18 above.

21. At the time of registration, the Allottee/s shall pay to the Promoter the Allottee's share of stamp duty and registration charges and advocates fees payable, if any, by the said ultimate body in the conveyance or any document or instrument of transfer in respect of the said land and the building/s to be executed in favour of the Ultimate Body.

22. The Promoter shall at all times have a right to display in the form of sign boards / display boards / kiosks etc (including displaying Promoter's name or the present or future project name/s) on the terrace or terraces or parapet walls of the building or buildings constructed on the said Larger Property including the said Building proposed to be constructed on Plot. Moreover the parapet walls shall always be the exclusive property of the Promoter. The Agreement with the Allottee/s and other Allottee/s of the apartments in the said buildings and, other structures shall be subject to the aforesaid rights of the Promoter and the Allottee/s shall not be entitled to raise any objection or to any change in the price of the said apartment/s agreed to be acquired by the Allottee/s or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. The Promoter shall be entitled to at its own costs keep, maintain and repair such display boards/ sign boards/ kiosks etc on the terrace or parapet wall and for the same nominate a separate maintenance agency for the same. The Allottee/s agree/s that the Promoter, its authorized representatives, employees of the maintenance agency etc shall have full, free and complete access to the said terrace and parapet wall for the purposes of the maintenance, upkeep, repair etc of the display boards, sign boards, kiosks etc. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put up and/or at any time further construction on the said plot is allowed, the Promoter shall always have the right to put additional upper floors and/or consume the balance Floor Space Index in any manner the Promoter may deem fit either on this plot and/or any other land of the Promoter, subject, however to the necessary permission of the concerned public authorities in that behalf and written consent, if any, required under the provisions of RERA read with rules therein and the same allowed to be dealt with or disposed off in the manner they choose. The Allottee/s hereby confirm/s the same and thereby agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Conveyance of the said project land as hereinafter mentioned shall be made subject to the aforesaid reservation.

23. Provided it does not in any way effect or prejudice the rights of the Allottee/s in respect of the said Apartment/s under this Agreement, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with its right, title or interest in the Larger Property and/or buildings to be constructed thereon.

24. Under no circumstances possession of the said Apartment/s shall be given by the Promoter to the Allottee/s unless and until all payments required to be made by the Allottee/s under this Agreement shall have been made to the Promoter, including interest charges.

24A. The Allottee/s shall not visit the site or the Apartment till possession of the Apartment has been taken by the Allottee/s in accordance with the provisions of this Agreement. It is further clarified that the Allottee/s shall not be permitted to inspect the Apartment/s prior to the day of possession and no request of this nature shall be entertained by the Promoter.

25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter/Owners have clear and marketable title (as per the Title Certificate inspected by the Allottee/s and uploaded on the official website of Maharera) 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;
- ii. 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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report/s and this Agreement;
- iv. 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/s;
- v. 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;
- vi. 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/s created herein, may prejudicially be affected;
- vii. 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/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the land and structure in accordance with the terms of this Agreement to the association of allottees or Ultimate Body, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees;
- x. 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;
- xi. 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 Plot B) 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.

26. The Allottee/s herself/himself/themselves with intention to bring all person into whosoever hands the apartment/s may come doth hereby covenants with the Promoter as follows:

- a. To maintain the apartment/s at the Allottee's own cost in good tenantable repair and condition from the date possession of the apartment/s is taken and shall not do or suffered to be done anything in or to the building in which the apartment/s is/are situated or staircase or any passages which may be against the rules, regulations or bye-laws of Pune Municipal Corporation or any other authority or change/alter or make addition in or to the building in which the apartment/s is/are situated and the apartment/s itself or any part thereof.
- b. Allottee/s shall in no manner whatsoever carry out any modification works to the Apartment, which is not as per the sanctioned plans or encroach on the common areas or misutilise the same or cover any terrace / balcony etc. It is clarified that at no time shall the Allottee/s install any permanent or temporary furniture or fixtures and/ or install any wall fixtures in the common lift lobby of the building. The Promoter reserves the right to demolish any such modification at the cost and consequences of the Allottee/s after giving the Allottee 48 hour's notice to rectify the breach. All claims/ actions/ demands / notices/ proceedings resulting out of any such modification shall be the sole liability and responsibility of the Allottee/s and the Allottee/s shall indemnify the Promoter and its directors, executives, officers and agents from any consequences resulting out of such claim, action etc.
- c. Not to in any way remove, shift, cover or in any way the fire detector, sprinkler, gas detector, gas pipeline, etc in the apartment. The Allottee/s also shall not install any false ceiling or similar which obstructs the regular working of these and other items. In the event an Allottee is found in breach of this covenant, the Allottee/s alone shall be liable for any mishap and the Promoter reserves the right of initiating civil and criminal action against the customer in this regard.
- d. Not to install any plumbing lines anywhere in the Apartment/s except where already provided. It is clarified that any leakage caused by contravention of this covenant shall be the sole responsibility of the Allottee/s.
- e. Not to dry any clothes on the terraces/ balconies of the Apartment/s or any other external facing area of the building/s.
- f. Not to store in the apartment/s any goods which are of hazardous combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said building in which the Apartment/s is/are situated or storing of which goods is objected to by the Pune Municipal Corporation or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passages or any other structures of the said building including entrance of the said Building in which the Apartment/s is/are situated and in case any damage is caused to the said Building or the Apartment/s on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- g. To carry out at his own cost all internal repairs to the said Apartment/s and maintain the Apartment/s in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything to the said Building or the said Apartment/s which may be against rules and regulations and bye-laws of the Pune Municipal Corporation or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s

shall be responsible and liable for the consequences thereof to the Pune Municipal Corporation and/or other authority or authorities.

- h. Not to demolish or cause to be demolished the said apartment/s or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the said Apartment/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building and shall keep the portion, sewers, drains, pipes in the apartment/s and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the apartment/s is/are situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or R.C.C., pardis or other structural members in the apartment/s.
- i. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or any of the common facilities or areas whereby any increased premium shall become payable in respect of the insurance.
- j. 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 Larger Property and the said Building in which the said Apartment is situated.
- k. Pay to the Promoter within 15 days of demand by the Promoter, its share of security deposit demanded by Pune Municipal Corporation or government or for giving water, electricity or any other service connection to the said Building. Such deposits will lie with the Promoter interest free for the utilization of above purposes.
- l. To bear and pay increase in local taxes, water charges, electricity, meter deposit and transformer charges, insurance and such other levies or betterment charges including any penalties or other amounts, if any, which are imposed by the Pune Municipal Corporation and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the apartment/s by the Allottee/s viz. user for any purposes other than for permitted purpose. Such amount until utilization shall lie as interest free deposits with the Promoter.
- m. The Allottee/s shall observe and perform all the rules and regulations which the Ultimate Body may adopt at its inception and the additions, alterations or amendments thereof that may be done from time to time for protection and maintenance of the said Building and the Apartment/s therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Pune Municipal Corporation and of Government and other public bodies.
- n. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body regarding the occupation and use of the apartment/s in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- o. Till the conveyance of the said land and Building/s is executed the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Building or any part thereof to view and examine the state and conditions thereof.
- p. Till such conveyance is executed, 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 Larger Property or any part thereof to view and examine the state and condition thereof as also of the buildings and structures constructed thereon.
- q. The Allottee/s agree that as and when called upon by any such authority and/or the Promoter, they shall forthwith, without delay or demur, deposit all existing and future local body tax, GST and / or other taxes and charges and / or levies that may be imposed, whether payable in the first instance or otherwise, and all increases thereof which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities **at the rates prevailing from time to**

time. The Allottee/s also agree and affirm to the Promoter that in the event of any claim or demand being made or raised as regards any applicability or liability to pay any GST or related tax, levy, cess or charge, ancillary or related thereto pertaining to this contract or any other related arrangement between the Promoter and the Allottee/s then the burden of such tax, levy, cess or charge shall be solely and exclusively upon the Allottee/s and who shall forthwith pay and tender the same immediately on demand by any such authority and/or by the Promoter without delay or demur and the Allottee/s shall further keep the Promoter indemnified and harmless against any loss or damage suffered or incurred by the Promoter as a result of non-compliance or delay in compliance by the Allottee/s hereof. If such GST or related levy, cess or charges is/are not paid within due time as demanded by the Authority/ies and/or the Promoter, the Allottees agree to keep the Promoter indemnified and harmless against payment of interest as per Act and Penalty thereupon, if any, the promoter shall have lien and charge on the said apartment to the extent of the liability of such taxes, etc.

- r. Not to sell/ transfer/ lease/ sub-lease/ provide on license basis or deal with the parking space allotted to him.
- s. The Allottee further expressly agrees that, he/ she/ they shall pay such maintenance charges of the Car Parking Spaces, as may be decided by the Promoter / Society/ Apex Body, which may further increase from time to time
- t. The Allottee is aware that the amenities/ furniture and fixtures displayed in the sample flat are only for display and the Allottee assures the Promoter that he/ she/ they shall not at any time require the Promoter to provide the same to the Allottee.
- u. To use the passenger lifts in the said Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building or any part thereof including the said Flat.
- v. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Building or any part thereof.
- w. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building or any part thereof shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building or any part thereof for storage or for use by servants at any time.
- x. The Promoter may complete any part, portion or floor of said Building or any part thereof and obtain part occupation certificate and give possession of the said Flat to the Allottee/s and the Allottee/s shall not be entitled to raise any objection thereto. The Developer or its agents or contractors shall carry on the remaining work with the Allottee/s occupying the said Flat. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Allottee/s. The Promoter shall endeavour to minimise the cause of nuisance or disturbance.
- y. The Allottee/s shall at no time display at any place in the said Building or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the said Building or any part thereof or anywhere else whatsoever on the said Property or any structures thereon.
- z. The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said Flat or to the structure, façade and/or elevation of the said Building or any part of thereof, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- aa. The Allottee/s will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Allottes/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other occupants. All costs and consequences in this regard will be to the account of the Allottee/s;

- bb. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same;
- cc. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the said Building or any part thereof or anywhere else on the Said Property and use only the toilets earmarked by the Promoter for this purpose;
- dd. Prior to carrying out the interior works in the said Flat, the Allottee/s shall give to the Promoter, in writing, the details of the nature of interior works to be carried out and the Promoter will be entitled to make changes thereto in a reasonable manner and all interior works shall comply with the terms of this Agreement and any other undertaking to be given by the Allottee/s in this regard to the Promoter. In case of any damage or wear and tear to the said Flat and/or the said Building of any nature whatsoever, the Allottee/s will be solely liable and responsible for the same and shall rectify at his costs and expenses without making Promoter liable for the same. The Promoter's decision in this respect shall be final;
- ee. The Allottee/s shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;
- ff. If, after the date on which the Allottee/s has taken possession of the said Flat, any damage, of whatsoever nature (not due to Structural Defect in construction as envisaged in clause 10 hereinabove), is caused to the said Flat and/or other units/areas in said Building or any part thereof, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee duly indemnifies the Promoter/ Owner in this regard;
- gg. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Allottee as a grant, demise or assignment in law of the said Building, the said Property or any part thereof. The Purchaser shall have no claim in respect of any and all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer. All development rights with respect to the same shall remain with the Developer.
- hh. The Allottee hereby indemnifies and shall keep indemnified the Promoter and Owner from and against all claims, costs, charges, expenses, damages and losses which the Promoter/ Owner may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Flat towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.
- ii. The Allottee/s confirm that the warranties provided by the respective vendors shall be sufficient and no separate warranty/ies will be made available by the Promoter nor will be demanded by the Allottee/s from the Promoter including for fittings/ fixtures, waterproofing, etc.
- jj. The Allottee/s shall pay such transfer fees as per the prevailing policy of the Promoter in relation to the Project in the event the Allottee/s is desirous of transferring the Apartment to a third party purchaser, prior to the execution of the Conveyance in favour of the Ultimate Body. Such transfer shall not be permitted unless the transfer fees are paid by the Allottee/s to the Promoter and the Promoter has given its prior written consent/ no objection for such transfer.

27. Notwithstanding anything contained to the contrary herein the parties hereto specifically record and agree that the development of residential apartments being implemented by the Promoter on the said Larger Property is being undertaken as Project Riverdale. Further the Promoter may undertake the development of the adjoining property/ies. The Allottee/s has/have been specifically informed and has/have particularly agreed and acceded to the stipulation and condition that it shall be the option and prerogative of the Promoter alone to:

- a. Either promotes the Residential project phase wise jointly and/or severally.
- b. Amalgamate the said phases or keep them as distinct lots and/or further sub- divide and/or amalgamate portions thereof with adjoining lands.
- c. Under either alternates promote one or more (common or several) ultimate bodies comprising of the respective apartment Allottees.
- d. Undertake the promotions of common ultimate body/bodies together with the adjoining land being developed by the Promoter concern for mutual benefit and sharing.
- e. Convey the said Plot and the adjoining property to one ultimate body or to two or more bodies for the different buildings of the said Larger Property.

28. The Promoter shall maintain a separate account (as per provisions of section 4 (2) (l) (D) of the RERA Act) in respect of sums received by the Promoter from the Allottee/s as advance or deposits, legal charges and other sums received on account of the share capital for the promotion of the ultimate body or towards the outgoings, and shall utilize the amounts only for the purposes for which it has been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the apartment/s or of the said project land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment (subject however to the payment of the entire consideration amount agreed in this Agreement) hereby agreed to be sold to him and all open spaces, open car parking spaces, unsold covered car parking spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Promoter until the said Plot and the said Building is transferred to the ultimate body as herein before mentioned which shall be done as provided in clause 16.

30. 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/s who has taken or agreed to take such apartment.

31. It is hereby agreed that prior to the Conveyance in favour of the Ultimate Body, formed by the Promoter, the Allottee/s shall not, without the prior written consent of the Promoter, transfer, let, or sub-let the said Apartment or alienate the same in any manner whatsoever.

32. The Allottee/s shall not be entitled at any time to demand partition of his/her/their interest in the said Plot and/or the said Building or buildings to be constructed thereon as the same is impartible and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said apartment in favour of the Allottee/s.

32 A. All notices, letters and communications to be served on the Allottee and the Promoter as contemplated by the Agreement shall be deemed to have been served or sent to the Allottee/s and the Promoter by prepaid post under Certificate of Posting/courier/ e-mail at his /her/their following address viz.

Address - _____

Or

Email : _____

M/s Duville Estates Pvt. Ltd.

81 Sopan Baug, Ghorpadi, Pune-411001 Email ID: customerrelations@duville.com

It shall be the duty of the Allottee/s 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/s, as the case may be.

33. Any delay tolerance or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a 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/s nor shall the same in any manner prejudice the rights of the Promoter.

34. The Allottee/s shall present at his/her/their own cost this Agreement as well as the conveyance at the proper Registration office for registration within the limits prescribed by the Registration Act, 1908 and forthwith inform the Promoter the serial number under which the same is lodge and the Promoter through its Directors or any other authorized person will attend such office and admit execution thereof.

35. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the Open Area defined in clause 2 (a) shall belong exclusively to the respective Allottee/s of the garden apartment/s if the same is allotted exclusively to the Allottee/s and such Open Area is intended for the exclusive use of the Apartment. The said Open Area shall not be enclosed at any time.

37. The Allottee/s covenants and undertakes that in the event he/she/they have been allotted an Open Area for exclusive use they shall be duty bound and under obligation to permit the Promoter and/or the authorised representative of the Ultimate Body formed to, without let or hindrance, allow right of ingress or egress for laying and or repairing and/or servicing the common service connections and other paraphernalia situated within such Open Area

38. The Allottee/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the Pune Municipal Corporation and decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.B., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

39. The Allottee/s is/are also aware that the Promoter have not consumed the full F.S.I./utilized however Promoter have not exploited the full potential of the TDR thereupon, in the event the Promoter decides to consume the full F.S.I, the Promoter shall be entitled to alter/change the entire building plans and layout provided the rights and interests of the existing Allottee/s are not affected adversely and subject to the prior written consent of 2/3rd Allottees if required under provision of sections 14 and 15 of RERA and the rules made therein. The alteration of plans may also include increase in the number of apartments and floors in the building/s in which the Allottee/s has/have booked his/her/their apartment/s or any other building/s as per the requirement of the Promoter.

40. The Allottee/s agree that they shall not interfere, hamper hinder or raise any impediment in the construction and development on the said Plot and any of the phases of work/development and/or obstruct any of the representatives/employees of the Promoter whereby the work of the development on the said Plot in manner herein stated is effected on any count and the Allottee/s shall hereby give their no objection to the Promoter executing any future development if any on the adjoining properties hereafter acquired by the Promoter, which the Promoter may opt to

include within the project being hereunder implemented and the Allottee/s shall be liable and responsible together with costs interest and damages in respect of any loss suffered on incurred by the Promoter for any acts of omission or commission on the part of the Allottee/s.

42. The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for set-back /reservation and claim the F.S.I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Ultimate Body.

44. The Promoter shall be fully entitled to appoint a professional Management / Maintenance Agency for the overall upkeep of the Larger Property including the buildings and open areas and enter into such agreements/ contracts with such Agency. The Allottees agree to abide by the terms and conditions of the said agreement / contract including to contribute towards the management expenses/ maintenance charges etc. to be paid to the said Agency. The Promoter shall also be entitled to appoint the same Management / Maintenance Agency or such other professional Agency for the management / maintenance of the club-house and the swimming pool on such terms and conditions as the Promoter may from time to time decide including the following:

- a. Access to and the facility for the use of such club house, gymnasium and swimming pool and the appurtenant land shall be regulated by the Promoter and/or their successors-in-title but on condition that such access and facility will be available only to the Allottee/s in the building and other premises in the layout and/or the said Larger Property and to the Allottee/s in the building/row houses/villas in the contiguous/neighboring lands which may be developed by the Builders and/or associate concerns of the Promoter.
- b. The Promoter shall be entitled to allow outsiders to use the Club House, Gymnasium and Swimming Pool on such terms and conditions as may be decided by the Promoter. The Promoter shall also be entitled to allow restaurant / chain of restaurants to operate at the Club House on such terms and conditions as decided by the Promoter / Maintenance / Management Agency. The facility to the members / outsiders for use of the Club House gymnasium and Swimming Pool shall be subject to the Rules and Regulations as may be framed by the Promoter or the Management / Maintenance Agency and the Allottees shall abide by the same.
- c. The said club house and other facilities shall be for the common usage of the occupant of the said scheme "Riverdale Grove".

45. BINDING EFFECT

Forwarding this Agreement to the Allottee/s 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/s 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/s and to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee /s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, this Agreement and the allotment made to the Allottee/s may be treated as cancelled at the sole discretion of the Promoter and the Promoter shall be entitled to forfeit/deduct Rs. 2,50,000/- and the amount of interest due on outstanding amounts as provided in clause 3 (c) (ii), if any, and return the balance amount without any interest or compensation from the amounts deposited by the Allottee/s till such date towards part consideration for the subject flat.

46. ENTIRE AGREEMENT

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

47. RIGHT TO AMEND

This Agreement may only be amended in writing and signed by the Parties.

48. 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 Allottee/s of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

49. SEVERABILITY

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

50. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has/have 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.

51. 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.

52. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

53. 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.

54. **Registration amount** of **Rs. 30,000/-** and **Stamp duty** amounting to **Rs. _____/-** is affixed hereto and has been paid by the Allottee/s on the document value which is more than the market value of the apartment as fixed by the Office of the Registrar of Assurances, Pune.

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

56. GOVERNING LAW

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Larger Property)

ALL THAT PIECE AND PARCEL of land admeasuring 1,27,734 sq.mtrs or thereabouts bearing survey nos. 14/1/2, 16/1, 16/2A, 16/2B, 16/3, 17/1, 17/3, 14/4 (pt) and 17/5 situated at Revenue village Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No. VII, Pune

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of Plot B)

ALL THAT PIECE AND PARCEL of land admeasuring about 33,371 sq. mtrs. bearing survey nos. 16/2A, 17/1, 17/3 and 17/4 “hereafter referred to as Plot B” situated at Revenue village Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No. VII, Pune:

ON OR TOWARDS THE:

East: 24 m DP Road

South: 30 m DP Road

West: Survey No. 14

North: 12 m DP Road

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Description of the said Plot)

ALL THAT PIECE AND PARCEL of land admeasuring about 9,073 sq. mtrs (out of Plot B more particularly described in the Second Schedule). bearing survey nos. 16/2A (part), 17/1 (part), 17/3 (part) and 17/4 (part) “hereafter referred to as Plot” situated at Revenue village Kharadi, Taluka- Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli No. VII, Pune:

ON OR TOWARDS THE:

East: 24 m DP Road

South: Survey No. 16/2A (part)

West: Hissa No. 4

North: Open Space

SIGNED SEALED AND
DELIVERED by the
above named PROMOTER
for themselves and as
duly Constituted Attorney
of the Co-Promoter and
Owners Duvile Estates
Pvt. Ltd., of the Owners above
named **Mrs. Priyanka Nandurkar**
Authorized officer/s
representative/s

SIGNED SEALED AND
DELIVERED by the above named
ALLOTTEES
Mr/Mrs. _____,

Mr/Mrs. _____,

WITNESSES:

1.

Name:

Address:
2.

Name:

Address: