

Letter of Allotment

To,
Mr. _____,

Address:- _____.

This is with reference to your application for allotment dated _____ with respect to the Apartment bearing No._____, in building _____ in our Project "**Apostrophe, Moshi**". We are pleased to inform you that, Apartment bearing No. ____ situate in Building No.____ in our project "**Apostrophe, Moshi**" standing on all that pieces and parcels of Land or ground out of Gat Nos. 703, 704 and 705 and bearing Plot No. "A" of the sanctioned layout being of village Bhoradewadi, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation; has been allotted/booked in your name on certain terms and conditions as mentioned herein below:

- i) The said Apartment has been allotted to you subject to due execution and registration of the agreement for sale with respect to the said Apartment.
- ii) We have received an earnest amount of the Cheque/D.D./Bank Pay Order No._____ for Rs. _____/- (Rupees _____) drawn on _____ Bank, _____ Branch, in the name of M/s. Apex Builders against the total consideration amount _____ towards the said Apartment.
- iii) You are also liable to pay GST and all other taxes as applicable with respect to the said Apartment and its appurtenances. In addition to the cost of the apartment, you shall be liable to pay Maintenance Deposit, Stamp Duty Charges, Registration charges, and all other statutory levies as applicable. In case of cancellation of such allotment we shall refund the amount received by us towards consideration of the said Apartment and its appurtenances within a period of 30 days from such cancellation subject to deduction of administrative charges (if any) of Rs._____-/. On refund of the such amount, you shall have no right, title and interest in the said Apartment and its appurtenances and we shall be entitled to deal and dispose off the same without any reference and recourse to you. You shall also sign necessary papers and return the original documents, papers and receipts to us.
- v) This allotment letter and its terms and condition do not constitute an agreement to sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and other charges and if any stamp duty

and other charges, penalty etc. becomes payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by you and M/s. Apex Builders will not be liable to pay any part thereof.

- vi) As stated above this is only a Letter of Allotment and its terms and condition do not constitute an agreement to sell, hence you shall not be entitled to sell, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Apartment or any part thereof.
- vii) This Allotment Letter is valid for a period of ____ days from the date hereof and you shall pay necessary stamp duty, cesses and registration fees along with other expenses and upon intimation thereof by M/s. Apex Builders attend such office and admit execution thereof. In case of your failure to do so, we shall be at liberty to cancel this Allotment and offer the booking of the said Apartment to another purchaser and accept the application money from such other purchaser. In such case the amount paid by you shall be refunded back only after the application money is received from such new prospective purchaser.
- viii) Till the time the agreement for sell with respect to the said Apartment is duly executed and registered, the said Apartment will continue to be under negotiation.
- ix) You have carefully gone through the contents of the Agreement for sell to be executed between you and M/s. Apex Builders and have understood all obligations including the payment schedule and other payments to be made in respect thereof and there will be no objection by you in this respect.
- x) You are aware that the Plans of the project are submitted for revision to the Municipal Corporation of Pimpri-Chichwad and being aware of the same you have requested M/s. Apex Builders to allot the said Apartment.
- xi) You have granted your consent to M/s. Apex Builders for change/modification/alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building adding the construction/additional floors thereto without adversely affecting the construction of the said Apartment.
- xii) You admit to have taken inspection of all documents of title relating to the said Land and M/s. Apex Builders, the plans, designs, specifications, the master layout relating to development of the said Land comprising of various buildings, amenity space, marginal open space, ingress, egress and such other as proposed, title report of the Advocate and other documents as are specified under the Maharashtra Ownership Flats Act,

1963 and Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder.

- xiii) The Civil Courts/Real Estate Regulatory Authority shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto in connection with this Allotment.

Hence this Allotment.

Thanking you,

We Accept

For M/s. APEX BUILDERS
(Partner)

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed here at Pune, on this _____ day of _____, month of the year _____.

Between

M/s. APEX BUILDERS (PAN: _____) a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its office at: 1, Adam Court, 2nd floor, Baner road, Baner, Pune: 411 045, represented by its duly authorized partner, **Shri. Bharat D. Agarwal**; Hereinafter referred to as the "**PROMOTER**" (which expression unless repugnant

to the context or meaning thereof shall mean and include its partners for the time and the future partners constituting the firm and their respective heirs, executors, administrators and assigns). . . **PARTY OF THE FIRST PART;**

And

Full name:		
Age about:		Occupation:
PAN:		
Email id:		

Full name:		
Age about:		Occupation:
PAN:		
Residing at:		
Email id:		

.....hereinafter *collectively* referred to or called as the “**ALLOTTEE/S**”, (which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his / her / their respective heirs, successors, survivors, executors, administrators and assigns).....**PARTY OF THE SECOND PART;**

W H E R E A S

(A) The Promoter herein is well and sufficiently entitled to all those pieces and parcels of land or ground admeasuring 0.92.92.15 out of Gat Nos. 703, 704 and 705 and bearing Plot No. “A” of the sanctioned layout being of village Bhoradewadi, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 14 and 18, Pune (Hereinafter referred to as the said “**LAND**”) and more particularly described in the First Schedule hereunder written;

(B) The Promoter has represented that it has derived title to the said land as follows:

- (i) all following portions aggregating to “Hectare 1.40 Ares” out of all those pieces and parcels of the lands bearing Gat Nos. 703, 704 and 705 and *collectively* admeasuring “Hectare 1.78 Ares” situate at village Borhadewadi of

Taluka Haveli, District Pune and within limits of Municipal Corporation of Pimpri-Chinchwad have been purchased by the one **PANCHSHIL RECREATION CLUB PRIVATE LIMITED** by the following instruments:

Sr. No.	Name of the Owners	Gat No.	Area	Details of Documents
1	Kesu Bhau Borhade, Laxman Bhiku Borhade, Dattoba Bhiku Borhade, Vilas Bhiku Borhade, Jagannath B. Borhade, Sarubai Yadav Kaspate, Anjanabai Kisan Pachpute, Dwaraka Santosh Bhutude, Barakabai Nivruti Gadare, Hirabai Pandharinath Yevale, Rambhau Kesu Borhade, Tukaram K. Borhade, Rajaram Kesu Borhade, Tanaji Kesu Borhade, Shankar Kesu Borhade, Shivaji Kesu Borhade	703 (old Gat No.1067 Moshi, carved out of Survey No.118/8)	Portion admeasuring 0.17.5 lying on south out of total 0.35	Sale deed Dated 28.12.01 Haveli- No.8 at Sr.10215/2001
2	Baburao Bhau Borhade, Baban Bhau Borhade, Kisanbai Baban Thaku, Mathubai Mahadev Chaudhari, Rakhamabai Govind Raut, Phulabai Raghunath Bhoir	703 (old Gat No.1067 Moshi, carved out of Survey No.118/8)	Portion admeasuring 0.17.5 lying on north out of total 0.35	Sale deed Dated 30.05.2005 Haveli No.14 at Sr. 3555/2005
3	Bhimrao Sopan Borhade, Dnyanoba Rambhau Borhade, Sudam Rambhau Borhade, Ranganath Rambhau Borhade, Devram Rambhau Borhade, Hanumant Rambhau Borhade, Smt. Chandrabhaga Nivruti Borhade, Bhagwan Nivruti Borhade with the consent of Smt. Tanubai Sopana Borhade, Gulaba	704 (old Gat No.1068 carved out of Survey No.118/7)	Portion admeasuring 0.26 lying on south out of total	Sale deed dated 28.12.2001 Haveli No.8 at Sr. 10216/2001

	Dnyanoaba Borhade, Ulhas Dnyanoaba Borhade, Madhukar Rangnath Borhade, Ananda Devram Borhade, Narayan Devram Borhade, Santosh Devram Borhade, Machindra Hanumant Borhade, Mrs. Kausalya Haraman Saste, Mrs. Indumati Namdeo Muluk, Mrs. Lilabai Pralhad Butte, Mrs. Jijabai Ranganth Borhade, Mrs. Alaka Dhondiba Borhade, Sadhana Sanjay Tapkir, Mrs. Yamuna Dnyanoba Borhade, Mrs. Sulochna Chandrakant Saste, Mrs. Chaguna Prabhakar Tapkir, Mrs. Janaki Sudam Borhade, Smt. Mina Murlidhar Borhade, Mrs. Nanada Shivaji Mulik, Mrs. Maina Govind Mulik, Mrs. Sunita Raghunath Kalbhor, Mrs. Anjana Devram Borhade, Mrs. Mayura Dashrath Tapkir, Mrs. Subhadra Hanumant Borhade and Mrs. Shantabai Arun Gavhane		0.33	
4	Vithal Parshuram Borhade, Shivaji Parshuram Borhade, Bapusaheb Parshuram Borhade, Sharad Parshuram Borhade, Mrs. Sindubai Vithal Muluk, Mandabai Yashwant Kate, Ranjana Nivruti Kalbhor with the consent of Shankar Rambhau Borhade, Abhinath Shankar Borhade, Subhash Shankar Borhade, Asha Dattatray Bhondave, Chaya Chaurang Dherange	704 (old Gat No.1068, carved out of Survey No.118/7)	Portion admeasuring 0.07 lying on north out of total 0.33	Sale deed dated 08.09.2009 Haveli No.17 at Sr. 8043/2009
5	Kesu Bhau Borhade, Baburao Bhau Borhade, Baban Bhau Borhade, Laxman Bhiku Borhade, Dattoba alias Dattu Bhiku Borhade, Vilas Bhiku Borhade, Jagannath Bhiku Borhade, Sarubai Yadav Kaspate,	705 (old Gat No.1069 carved out of Survey	Portion admeasuring 0.75 out of total	Sale deed dated 28.12.2001 Haveli-8 Sr.10213/

	Anjanabai Kisan Pachpute, Dwaraka Santosh Bhutude, Barakabai Nivruti Gadare, Rambhau Kesu Borhade, Tukaram Kesu Borhade, Rajaram Kesu Borhade, Tanaji Kesu Borhade, Shankar Kesu Borhade, Kaluram Baburao Borhade, Nandu Baburao Borhade, Barku Baburao Borhade, Sambaji Baburao Borhade, Ankush Baburao Borhade, Sudhir Baburao Borhade, Ganesh Baban Borhade, Manesh Baban Borhade, Kisanabai Baban Thakur, Mathubai Mahadev Chaudhari, Rakhamabai Govind Raut, Phulabai Raghunath Bhoir	No.118/6)	1.50	2001
6	Parshuram Rambhau Borhade, Dnyanoba Rambhau Borhade, Sudam Rambhau Borhade, Ranganath Rambhau Borhade, Ranganath Rambhau Borhade, Shankar Rambhau Borhade, Hanumant Rambhau Borhade, Devram Rambhau Borhade, Bimrao Sopana Borhade, Smt. Chandrabhaga Nivruti Borhade, Bhagwan Nivruti Borhade, Mrs. Kausalya Hiranman Saste, Indumati Namdev Muluk, Mrs. Lilabai Pralhad Butte with the consent of Vithal Parsuram Borhade, Shivaji Parshuram Borhade, Bapu Parshuram Borhade, Sharad Parshuram Borhade, Shripati Dnyanoba Borhade, Gulab Dnyanoba Borhade, Ulhas Dnyanoba Borhade, Mudhukar Ranghnath Borhade, Abhiman Shankar Borhade, Subhash Shankar Borhade, Annada Devram Borhade, Narayan Devram Borhade, Santosh Devram Borhade, Machindra	705 (old Gat No.1069 carved out of Survey No.118/6)	Portion admeasuring 00.35 lying on south out of total 1.50	Sale deed dated 28/12/01, Hvl. 8 Sr. 10214/01

	Hanumant Borhade			
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- (ii) Vide an Agreement dated 24.06.2013 (duly Registered under Serial No. 5274 of 2013 with the Sub-Registrar Haveli-V, Pune) executed by and between the said, PANCHSHIL RECREATION CLUB PRIVATE LIMITED and **M/s. APEX BUILDERS**, the said PANCHSHIL RECREATION CLUB PRIVATE LIMITED agreed to sell, transfer and convey a portion admeasuring 9291.09 sq.mts carved out of the said Gat Nos.703, 704 and 705, to the said M/s. Apex Builders (Promoter herein) at or for consideration and on the terms and conditions therein contained;
- (iii) Pursuant to the aforesaid Agreement dated 24.06.2013, the said, PANCHSHIL RECREATION CLUB PRIVATE LIMITED vide a Deed of Sale dated 06.12.2013 (duly Registered under Serial No. 5274 of 2013 with the Sub-Registrar Haveli-V, Pune) duly transferred and conveyed a portion admeasuring 9292.15 sq.mtrs (revised from 9291.09 sq.mtrs) carved out of the said Gat Nos. 703, 704 and 705 (i.e. the above captioned) numbered as Plot No. A as per the as per layout sanctioned by the Municipal Corporation of the City of Pimpri-Chinchwad vide No. BP/layout/Moshi-Borhadewadi/53/2013, dated 22.11.2013 to the said M/s. Apex Builders (i.e. the Owner/Promoter herein) on the terms and conditions therein contained, the said Portion admeasuring 9292.15 sq.mtrs, carved out of the said Gat Nos.703, 704 and 705 (i.e. the above captioned) numbered as Plot No. A as per the as per layout sanctioned by the Municipal Corporation of the City of Pimpri-Chinchwad vide No. BP./layout/Moshi-Borhadewadi/53/2013, dated 22.11.2013 is more particularly described in the First Schedule hereunder written and is herein after referred to as the said **"LAND"**;
- (iv) The Municipal Corporation of the City of Pimpri - Chinchwad, also being the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, vide commencement certificate No. BP/layout/Moshi-Borhadewadi/53/2013 dated 22.11.2013, sanctioned the plans for construction of the building on the said Land and the Promoters further revised the sanction vide commencement certificate

No.BP/layout/Moshi-Borhadewadi/21/2015 dated 31.03.2015 and subject to revision/s thereof, from time to time, as may be found required by the Promoter,;

- (v) The Collector of Pune, granted permission to use *inter alia* the said Plot for the non-agricultural purposes, *vide* his order dated 24.07.2014 bearing No. PMH/NA/SR/79/2014, issued under section 44 of the Maharashtra Land Revenue Code, 1966;
- (vi) Pursuant to the said Sale Deeds the Promoter is in possession of the said Land and also entitled and enjoined upon to develop the said Land in accordance with the recitals enumerated therein;
- (vii) The Promoter herein has appointed **Patil & Bugade Associates**, as its Architect having new office at: Plot No. PAP-5, D-3 block, Kalbhor Nagar, Next to St. Andrews School, M.I.D.C. Chinchawad, Pune-411 019 (old office at: Shop No. 122 BL- 22, Wing –B, Jay Ganesh Vision, Akrudi, Pune) and **M/s. JW Consultants LLP** having office at: Sai Radhe, Office No. 201, 2nd floor, 100 Kennedy Road, Behind Hotel Le Meridian, Pune 411 001 as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land. The Promoter herein has reserved right to change aforesaid Architects and Structural Engineers before the completion of the buildings or the project;
- (C) The Promoter has got some of the approvals from the concerned local authority to the plans, the specification, elevations, sections and of the said building to be constructed on the said Land (hereinafter referred to as the said **"SANCTIONED PLANS"**) and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate of the said Project;
- (D) By virtue of the said Documents and in accordance with the said Sanctioned Plans, the Promoter has commenced construction of Real Estate project known "Apostrophe, Moshi" consisting of various buildings

comprising of Residential/Commercial Units on the said Land (the said Project "Apostrophe, Moshi" is herein after referred to as the said **"PROJECT"**) and Promoter has sole and exclusive right to sell the Apartments in the project by entering into Agreement/s with the prospective Allottee/s of the Apartments/Units and to receive the sale consideration in respect thereof.

- (E) The Promoter has proposed to construct the said Project on the said land comprising of Four (4) buildings, A, B , C and D each comprising of 44 Apartments for residential purpose and certain commercial units in the said Building A and B therein and each having one lower ground and one upper ground and 11 Upper Floors as per the Sanctioned Plans.;
- (F) The Promoter has disclosed to the Allottee/s that, it has availed a project loan from HDFC, Ltd., Pune branch against the mortgage of the said land and the repayment responsibility of the same solely lies on the Promoter.
- (G) The Promoter reserves right to change the charge in favour of any other financial institution by vacating present charge of HDFC, Ltd And in such situation provision of this clause shall *mutatis mutandis* apply to such other financial institution
- (H) the Allottee is desirous to purchase an Apartment No. _____ on the _____ Floor and having carpet area, admeasuring _____ square meters, along with exclusive right to use attached terrace admeasuring _____ square meters and together with exclusive right to use attached Balcony admeasuring _____ square meters further together with passage area admeasuring _____ square meters situated in the Building "_____" and along with exclusive right to use car-parking space bearing No. _____ ("carpet area" means as defined under the Real Estate (Regulation and Development) Act, 2016) being constructed on the said Land, more particularly described in SCHEDULE – II written herein below and delineated in the floor map annexed hereto (hereinafter called as the said **"APARTMENT"**) from the said Promoter, for and at the agreed price as hereinafter mentioned the amenities and specifications with respect to the

said Apartment and external amenities has been more particularly described in schedule III;

- (I) on demand of the said Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specification prepared by the Promoter's Architect Patil & Bugade Associates, along with sanction plans entire layout brief details regarding proposed construction of the said project and title reports of the Advocates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter called as the said "**ACT**") and the rules and regulation made thereunder together with disclosures and information as are specified under the Maharashtra Ownership of Apartment Act (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (hereinafter called as the said "MOFA"); moreover the Promoter here has requested to the Allottee/s to carry out independent search his/her/their on attorney/advocate and to ask any queries he/she/they have regarding the marketable title and rights and authorities of the Promoter, the Allottee/s has/have satisfied himself / herself / themselves in respect of marketable title of the Promoter to the said Land.
- (J) the Promoter is taking appropriate steps to register the said Project "Apostrophe, Moshi" being constructed on the said Land, in terms of section 3(1) of the Real Estate (Regulation and Development) Act, 2016;
- (K) The copy of the Title Report, issued by the Advocate of the Promoter herein is annexed hereto and marked as Annexure - "I". The copy of the 7/12 extracts of the said land showing the nature of the title of the Promoter are annexed hereto and marked as Annexure - "II". The copies of the parking floor plan and floor plan, showing the allotted tenement agreed to be purchased by the Allottee/s herein are annexed hereto and collectively marked as Annexure - "III". The copy of the Commencement Certificate is annexed hereto and marked as Annexure - "IV" being sanction to the buildings plans. The copy of the Permission for Non Agricultural use of the said land is annexed hereto and marked as Annexure - "V";
- (L) The Allottee/s herein is/are aware of the fact that the Promoter herein have entered or will enter into similar or separate agreements with several other

person/s and party/ies in respect of the other Apartment/s, residential tenement/s, premises, shop/s, terraces, parking spaces etc;

- (M) The Parties relying on the confirmation, representation and assurance of each other to faithfully abide by the terms, conditions and stipulation contained in this Agreement of Sale and all applicable law, are now willing to enter into this Agreement of Sale on the terms and conditions hereinafter appearing;
- (N) In accordance with the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the Parties *inter se*, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment together with covered parking and the parties hereto therefore, have executed this Agreement to sell, witnessing the terms and conditions thereof, in compliance to section 13 of the said Act and section 4 of the said MOFA, as under:

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

1. NON OBSTANTE:

Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees as follows:

- (a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to in law, in which case the Promoter shall be entitled to lay in the said Land or shall be entitled to pass through the said Land any Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. for the purpose of development of the adjoining land.
- (b) The Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Land and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.
- (c) It is specifically agreed that due to change in development control rules, or new policies, rules coming into force if any additional F.S.I. is available (either by way of T.D.R. or otherwise) in respect of the said Land then the Promoter has exclusive right to use such additional F.S.I. for the sole benefit of the Promoter.

The Allottee/s hereby further give/s and accord/s his/her/ their consent for additional constructions/floors as a result of the Promoter's using additional F.S.I. without materially & adversely affecting the area of the said Apartment, and the Allottee and or the ultimate body shall not have any right to object for such additional construction/extensions/floors which will be carried out by the Promoter in future.

- (d) The Allottee/s is/are aware that the building plans are sanctioned by the Municipal Corporation of Pimpri-Chinchwad and as such F.S.I that may be consumed while constructing the said building on the portion of the said Land may be more or less than the area of the said portion and may not be in proportion to the F.S.I consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Allottee/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion.
- (e) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned regulations.
- (f) The project "**Apostrophe, Moshi**" being on going there would be development, construction, amenities, site development and other incidental activities continuing on the said Land till completion of the project. The Allottee hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Land also the Allottee/s of all such Apartments/Units situate in such subsequent phases shall be admitted as members of the said Society with the same rights and privileges and subject to the same obligations as the other members thereof.
- (g) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout for the remaining buildings and/or remaining building plans as may be found required for use, utilization and consumption of the FAR/FSI originating from the physical area of the said Land as may be permissible under the concerned Development Control Rules/ Regulations including putting up any "additional construction" as mentioned above, and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the

Allottee/s or other acquirers of the Apartments in such building or buildings and/or their common Society/Federal Society having any claim thereto or to any part thereof for which separate consent of allottee would not be needed and the same has been agreed by the Allottee/s. However, the promoter shall alter/amend or revised the building plans of the building No. "_____" with the consent of Allottee/s of the building No. "_____" as mentioned under the provisions of the said Act.

- (h) The Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space;, attached terrace. The concerned Allottee of Apartment shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.
- (i) The Promoter shall also be developing the amenity space out of the said Land by constructing thereon, a Complex/s consisting commercial/ shopping and conveniences as is permissible under the concerned Regulations, such as but not limited to malls/ commercial offices/ showrooms/ hotels/ departmental stores/ schools/ educational institutions/ hospitals etc. The Promoter shall also be disposing the same of to the intending Allottee. The Allottee herein, here accords his consent and 'no objection' for development of the amenity space and disposal of the Apartment s/units therein by the Promoter and the Promoter may make the Allottee/s of such Apartment s/Units members of the Society/ies to be formed of all Apartment /unit Allottees in the "said Project". The Promoter shall be entitled to retain with itself or transfer the title/possession of the said Construction on such Amenity Space as may be permissible under concerned statutes.

2. AGREEMENT:

Subject to other terms and conditions herein, the Promoter hereby agreed to sell the said Apartment together with the its appurtenances and the exclusive facilities (specifically agreed to, if any) unto and in favour of the Allottee herein, and the Allottee, accordingly agreed to acquire and purchase the same from the Promoter, for and at the lumpsum price of **Rs. _____/- (Rupees Rs. _____/-)** plus all taxes/levies as applicable and payable by the Allottee to the Promoter/Competent Authority, as hereinafter mentioned. The said lump sum price is inclusive of charges for formation and registration of

Society, common areas and facilities, share money, application/ entrance fee of the Society and the MSEDCL meter deposit and expenses.

3. **CONSIDERATION/PRICE:**

- (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee residential Apartment No. _____ on the _____ Floor and having carpet area admeasuring _____ square meters, along with exclusive right to use attached terrace admeasuring _____ square meters and together with exclusive right to use attached Balcony admeasuring _____ square meters further together with exclusive right to use passage area admeasuring _____ square square meters and along with car parking space bearing No. _____ square, situated in the Building "square" of the project called as "**Apostrophe Moshi**" being constructed on the said Land along with the proportionate share in common areas and facilities appurtenant to the Apartment (hereinafter called as the said "APARTMENT") as shown in the Floor plan which is annexed hereto and marked as "Annexure III" for the consideration of **Rs. _____ /- (Rupees _____ Only)** plus all taxes/levies as applicable and payable by the Allottee to the Promoter/Competent Authority. The said total consideration is inclusive of charges for formation and registration of Society, along with the proportionate share in common areas and facilities appurtenant to the Apartment, the share money, application/ entrance fee of the said Society and the MSEDCL meter deposit and expenses, amount towards the car-parking space. All expenses separately mentioned herein below and expenses for stamp duty and registration fees shall be paid by Allottee/s separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Schedule - IV written hereunder.
- (b) The Allottee has paid before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as Advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of consideration of Rs. _____/- (Rupees _____ only), the said total consideration of Rs. _____/- (Rupees _____ Only) has to be paid in the manner following:-

Sr. No.	Amount Rs.	Stage of Payment	Up to %
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1		On or before execution of Agreement as advance payment or application fee	
2		On or after the execution of this Agreement for Sale.	
3		on completion of plinth of the said building.	
4		on completion of second slab of the said building.	
5		on completion of fourth slab of the said Building.	
6		on completion of Sixth slab of the said Building	
7		on completion of Eighth slab of the said Building	
8		on completion of Tenth slab of the said Building	
9		On completion of wall, internal plaster and flooring of the said Apartment	
10		on completion of lift wells, staircase and lobby up to the floor level of the said Building in which the said Apartment is situated.	
11		on completion of external plumbing and terrace with water proofing of the said Building in which the said Apartment is situated.	
12		on completion of lift, water pumps, electrical fittings, and the entrance lobby of the said Building in which the said Apartment is situated.	
13		on possession the said Apartment	
		(Rupees_____)	

- (c) In view of section 194-IA of the Income Tax Act, 1961, coming into force with effect from 01.06.2013 and the agreed price of the said Apartment being more than Rs. 50/- Lakh, the Allottee shall deduct an amount equivalent to 1 *per cent* of each installment agreed, and pay to the concerned exchequer to the credit of the said Promoter and the said Allottee delivers TDS certificate together with evidence of such payment forthwith. On furnishing such TDS certificate and evidence of payment by the said Allottee and on such payment is reflected on the exchequer Web-site, the Promoter shall deduct equivalent amount from each installment.
- (d) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while

making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate/challans and the amount mentioned in the certificate/challans is matching with records of the Income Tax Department

- (e) Provided further that at the time of handing over the possession of the said Apartment, if any such certificate/challans is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Allottee, which shall be refunded by the Promoter on the Allottee producing such certificate/challans within 4 months of the possession. Provided further that, in case the Allottee/s fails to produce such certificate/challans within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.
- (f) In case of default committed by the Allottee, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.
- (g) The installments of the consideration agreed to be paid and payable by the Allottee to the Promoter as mentioned above, shall always be the essence of this agreement.
- (h) 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 / installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.
- (i) It is made clear that the benefit accrued by the Promoter due to implementation of the Goods and Service Tax Act, 2017 has been passed on by the Promoter by way of commensurate reduction to and in favor of Allottee/s herein and the same has been adjusted in the aforesaid consideration, the Allottee/s hereby agrees and accepts the same and further the Allottee/s hereby agrees not to raise any dispute/claim with respect to the same under the provisions of the said Act and rules made there under.

- (j) The Allottee/s shall make payment of all instalments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques in the name of the Promoter herein. If the Allottee/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter.
- (k) Total Consideration/Price of the said Apartment, as agreed to herein between the parties hereto, is in view of the amount levied by the competent Authority as and towards development charges, fire premium, balcony closure premium or any such amount by whatever name called, for grant of sanction, permission, approval, revisions or renewals for development of the said Land (hereinafter referred to as the said "DEVELOPMENT CHARGES") and construction of buildings thereon prevailing as on the date of booking of the said Apartment. Escalations/increases, due to increase on account of the said development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local bodies/Government from the date of booking of the said Apartment to delivery of Possession thereof and of time to time. The said Allottee agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement of the said development charges as and when demanded by the Promoter. The Promoter undertakes and agrees that, while raising a demand on the Allottee for increase in development charges, cost or levies imposed by Competent Authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (l) The Promoter may charge the Allottee/s separately for any upgradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- (m) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any heads(s) of dues against lawful outstanding, if any,

in his/her/their name as per the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not object/demand/direct the Promoter to adjust his payments in any manner;

4. TERMINATION:

- i. Without prejudice to the rights of the Promoter to charge interest in terms of sub clause (f) of clause 3 above, on the Allottee committing default in payment on due date if any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/them proportionate share of taxes, levied by the Concern Local Authority and other outgoings) or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument and on the Allottee committing 3 (three) defaults of payment of such installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee, by registered post AD at the address and mail at the e-mail address provided by the Allottee as per mentioned hereunder, of his intention to terminate this Agreement and of the specified breach or breaches of terms and conditions of the Agreement in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the 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 the amount till then received from the Allottee without interest thereon within a period of 30 (thirty) days of the termination after deducting i) adjustment and recovery of administrative expenses of Rs.1,00,000/- or any other amount which may be payable to Promoter ii) the stamp duty, registration charges, cost of extra work etc and iii) the amount of VAT, service tax, GST, LBT and/or any other taxes charged by the Promoter to the Allottee till date of such termination of the said Apartment, and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as a waiver of Promoter's absolute right to terminate this Agreement;

For whatsoever reason if the Allottee/s herein without any default or breach on his part wishes to cancel/terminate this agreement/transaction in respect of the

said Apartment, then the Allottee shall issue a prior written notice by Registered Post Ad only to the Promoter as to his intention cancel and on receipt of such notice the Promoter shall be entitled to deal with the said Apartment with any prospective buyers. After receipt of such notice the Promoter shall issue 15 days notice in writing calling upon him to execute and register a Deed of Cancellation, the Allottee shall be entitled to receive the refund amount after deducting i) adjustment and recovery of administrative expenses of Rs.1, 00,000/- or any other amount which may be payable to Promoter ii) the stamp duty, registration charges, cost of extra work etc and iii) the amount of VAT, service tax, GST, LBT and/or any other taxes charged by the Promoter to the Allottee till date of such termination of the said Apartment within 45 days subject to the terms of this Agreement.

- (c) It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein terminated as stated above, then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the transaction of the said Apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter;
- (d) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced

5. CONSTRUCTION:

- (a) The Promoter hereby declares that, the Floor Space Index available as on date in respect of the said land is 8361.25 sq.mtrs as per sanction plan and Promoter has planned to utilize Floor Space Index of 14000 sq.mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various projects as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the additional Floor Space Index of 5638.75 sq. mtrs as proposed to be utilized by him on the said Project land in

the said Project and the Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and shall be subject to the rights and discretion reserved by the Promoter to be used, utilized and consumed for the construction of the remaining building/s on the said Project Land and/or adding to the construction thereto:

- i) The additional FAR/FSI by way of TDR shall be utilized for amenity, development plan road or slum rehabilitation or by whatever name called, by availing the same from the market, as is and to the extent permissible under the concerned Development Control Regulations prevailing at such time;
- ii) The additional FAR/FSI granted in lieu of surrender of the amenity space relating to the said Project Land/Phase or set-back, surrender of the area out of the said Land for road or road widening or any incident relating to the said Land and the Promoter shall have preferential/pre-emptor right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed thereunder either by way of TDR and/or otherwise on the said Land, to which the Allottee hereby agrees and shall always be deemed to have agreed; the Promoter has disclosed to the Allottee that besides the basic FSI of 14000 sq.mtrs the Promoter shall also be loading the Fungible/associated FSI in terms of balcony/staircases/passages/terraces/AHU's/society office and The Allottee has agreed to purchase the said Apartment based on the said proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI/TDR and on the understanding that the declared proposed FSI/TDR shall belong to Promoter only and the said Promoter shall have right to use the said FSI/ TDR on any building/s being constructed on , which may be solely decided by the promoter only.
- iii) Subject to the right to revise and of revision of layout, and/or sub division, and/or the plans for construction of the building/s on the said Land by the Promoter, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter anywhere else.
- iv) The Promoter shall complete the construction of the said Apartment as agreed to herein by **31st December, 2020** and shall deliver possession

thereof, to the Allottee, on issuance of completion/ occupancy certificate by the concerned authorities.

v) The period of delay caused in completion of the construction of the said Apartment on account of:

- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
- II. non-availability or scarcity of any building material or finishing articles or labour supply,
- III. prohibitory orders from any court or authority or
- IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
- V. Delay or default by the Allottee/s or other Allottee/s in payment of their respective amount of their dues and any installment under these presents (without prejudice to the right of the Promoter to terminate this agreement under clause mentioned hereinabove).
- VI. Delay in grant of any NOC / permission /license connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Apartment , road NOC or any other NOC or getting any requisite Certificate from concerned authorities
- VII. Any additional work in the said Apartment undertaken by the Promoter at the instance of the Allottee/s
- VIII. any other reasons beyond the control of the Promoter and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee,

(b) In case of delay in delivering possession of the said Apartment on the part of the Promoter, the Allottee shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by the Allottee to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to the Allottee, without prejudice to the right of the Allottee to terminate this agreement and claim refund of the amount so far till then paid to the promoter/ Allottee.

(c) If, however the completion of the said Apartment is delayed due to the above mentioned *force majeure* conditions then the Allottee/s agree that, the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that, such *force majeure* conditions are not of a nature

which make it impossible for the contract to be implemented, however in the event it becomes impossible for the Promoter to construct the said Building due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of money to the Allottee, the Allottee agrees that he/she shall not have any rights, claims against the Promoter and that the Promoter shall be released and discharged from all its obligations under this Agreement.

6. POSSESSION:

- (a) The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter of the Allottee intimating that the said Apartment is ready for use and occupancy.
- (b) Procedure for taking possession:

The Promoter, upon obtaining the completion certificate of the said Apartment from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee and the terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the said Apartment. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same

Failure of Allottee to take Possession of the said Apartment:

Upon receiving a written intimation from the Promoter as mentioned hereinabove, the said Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation *et cetera*, as might be required by the Promoter and in prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case failure on the part of the said Allottee to take possession accordingly without any reasonable cause, within the time provided herein above such Allottee shall continue to be liable to pay maintenance charges as applicable. Provided that, the decision of the Promoter as to reasonability of any

such cause, contemplated herein, as might be put forth by the said Promoter, shall be final and shall be binding upon the Allottee;

- (c) Under no circumstances the Allottee shall be entitled to possession of the said Apartment, unless the Allottee shall have paid the entire consideration and other money/charges/taxes/levies payable by the said Allottee under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.
- (d) The Promoter shall confirm the final carpet area that has been allotted to the Allottee for the said Apartment after the completion of construction of the said Apartment and the completion certificate thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 *per cent*. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the rate specified in the said Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as per square meter as agreed in Clause 3 (b) of this Agreement

7. DEFECT LIABILITY:

- i. If within a period of 5 (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 said Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service then wherever possible such defects shall be bound to rectify/remove/alter 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 the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the said Authority, be referred for decision to Adjudicating Officer appointed under section 71 of sub section (1) of the said Act; Provided however that said period of five years shall

commence from the date of handing over of the possession to the Allottee or from expiry of 15 days notice period issued by the Promoter for taking possession of the said Apartment, provided further that The Allottee/s shall not carry out any alteration of whatsoever nature in the said Apartment of the said project, and in specific the structures of the said unit/building/ which shall include but not limit to columns, beams, etc. or in the fittings therein in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in bathroom, toilet and kitchen which may result in seepage of water. If any of such works are carried out without written consent of promoter the defect liability shall be automatically become *void*. The word 'Defect' here means only manufacturing and workmanship defect/s caused on account of willful neglect on part of the promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the apartment by the occupants, vagaries of nature *et cetera*.

- ii. That it shall be the responsibility of the Allottee/s to maintain his unit in proper manner and take all due care needed including but not limiting to the joints in the tiles any Apartment/s are regularly field with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty shown by the promoter to the Allottee/s ends before the defects/s liability period and such warranties are covered under the maintenance of the said unit /building/ /wing and if the annual maintenance contract are not done/renewed by the Allottee/s, the promoter shall not be responsible for any defects occurring due to the same.
- iii. That the project as whole has been conceived, designed and constructed based on commitment and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by the maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment/s and common project amenities wherever applicable.
- iv. That the Allottee/s has been made aware and, that the Allottee/s expressly agrees that the regular wear and tear of the Unit/Building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree *Celsius* which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- v. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in material used in the structure built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed of this Agreement.

8. ORGANISATION:

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme/project being implemented on the said Land shall always be known and called as "Apostrophe, Moshi" and a single co-operative housing society shall be formed of all four buildings in the said Project .
- (b) The Promoter herein shall submit an application for formation of a Society of all Allottee/s(s) in the said Project within three months from the date on which 51 % of total of total number of allottees in the said Project have booked their apartments. And the Allottee/s along with other Allottee/s(s) in the said Project shall join in forming and registering the Society of all Allottee/s(s) and for this purpose the Allottee/s(s) shall sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the said Organization and for becoming a member, including the bye-laws of the proposed Society 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 common organization of Allottee/s;
- (c) No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Conveyance Deed, 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;

9. CONVEYANCE:

- i. Unless prevented by circumstances beyond the control of the Promoter, the Promoter shall, execute and/or cause to be executed the conveyance of the said land together with the building/s/structures and common areas and facilities standing thereon in favour of the the said organization or ultimate body or the Promoter shall (subject to his right to dispose of the remaining

Apartments/Units, if any) execute or caused to be executed a conveyance in favour of said Organization within a period of 5 (Five) years from the completion of the project by the Promoter on the said Land (subject to payment of all dues, amounts and considerations including stamp duty, other charges etc. paid by all Apartments/units holders, at such time);

Provided that, after conveying the title to the said organization, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment, car-parking spaces which are still not sold or allotted and shall be allowed to do so by the Society/Allottee/s without any restriction or entry of the building and development of common areas,

Provided further that, in such case, the promoter shall be permitted the entry of Apartment of the building and common areas to also discharge his obligations under the said Act;

- iii. It is expressly agreed by the Allottee/s that, till the execution of Conveyance, the Allottee/s shall not be entitled to claim any rights and interest in respect of open space, vacant land available in the said land and the Promoter shall be absolutely entitle to carry out construction activity on such open space or such vacant land without prior written consent of the Allottee/s but subject to obtaining necessary sanction from the Municipal Corporation of Pimpri-Chinchwad or competent authority;
- iv. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s hereinabove either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s;
- v. All expenses relating to such conveyance such as stamp duty, registration fee and other incidentals shall be borne and paid by the Allottee/s as per his/her/their *pro-rata* share in view of carpet area;
- vi. The execution of the conveyance of the Apartment and/or Apartments, building/s and the Land in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein on the Allottee/s and the Apartment being purchased by him *vis a vis* the Promoter;

10. TAXES, CESS and other CHARGES:

- (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ education cess/ charges/ service tax/ vat/GST duties etc. on the said Apartment and on the said Building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts.
- (b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Building or the said Apartment or the said Building or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee. The Allottee hereby, indemnifies the Promoter and the society/ Federal Society from all such levies, cost and consequences;
- (c) The Allottee shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Allottee and Allottee/s of any Apartments/Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Allottee/s on account of the said action. Commencing from the aforesaid date and until the said Project Land and said Buildings thereon are transferred by the Promoter to the said Society by execution of document/s of transfer/ Assignment as herein provided and/or possession of the said Apartment/ Project Land and Buildings thereon is delivered by the Promoter to the said Society and intimation of the same is received by the Allottee from the Promoter, the Allottee shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts to be paid by the Allottee to the Promoter under this Agreement and the Allottee shall not withhold any such payment to the Promoter. The Allottee shall be liable to make payment of interest at the rate of as prescribed under the

concerned statutes and rules and regulations made thereunder on any such contributions liable to be made by him/ her/ them from the date the same became payable up to payment thereof; Also in such event there will be charge of the amount due on the said Apartment and the income therefrom and until payment of the said dues the Allottee shall not be entitled to mortgage, assign, sell, transfer the said Apartment in any manner. It is understood that the interest shall not cover the damage/losses suffered by the Promoter due to non-payment.

- (d) All levies stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee;
- (e) The Allottee hereby, indemnifies the Promoter and the organization from all such levies, cost and consequences arising therefrom.

11. MAINTENANCE:

- i. Commencing a fortnight after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of issuance of such notice the proportionate share (i.e. in proportion to the carpet area of the Apartment/s or in lump-sum monthly amount) of outgoings in respect of the said land and building/s namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, Water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s.
- ii. The Allottee/s shall pay to the Promoter a sum of **Rs. _____/-** (**_____-Only**) per month towards maintenance charges plus service tax and or any other taxes as applicable till the handing over of the said building/s and land to the said organization/ultimate organization of tenement purchasers/holders. The Allottee/s agree and shall pay in advance to the Promoter the said maintenance charges for a period of 2 (two) years in advance prior to taking possession of the said Apartment which is **Rs. _____/-** (**_____-Only**) plus applicable taxes. The Promoter at its discretion &

option shall be entitled to enter into agreement with any person/company/ professional maintenance & management agency for the maintenance of the common areas & facilities for months or years with a view to ensure cleanliness thereof even after formation of association. The Allottee/s and the said organization/association shall be bound by the said contract.

- iii. If the Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the building/s situated in the said Project to an Ad-Hoc Committee of the Allottee/s of Apartments for looking after maintenance and management thereof only including collection and disbursement of contributions from the Allottee/s of Apartment in the said project towards payment of outgoing and expenses referred to herein, then in such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or any matter concerning maintenance or management of the said project and Building thereon and liabilities in that behalf shall be that of the Ad- hoc Committee of the Allottee/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said project and the buildings standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed to be a waiver of the rights of the Promoter under this Agreement.
- iv. The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the said project is not hampered in any way due to lack of or non payment by the Allottee/s.
- v. It is also clearly understood that, this shall not preclude the organization/Promoter from claiming, demanding and raising the maintenance charges and also increasing the period of years for which maintenance is to be taken, independent of such and said contribution from the Allottee/s and the said Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or the said organization, as the case may be;

- vi. Such organization/Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottee/s as per specified in the said Act and rules and regulations framed thereunder, without prejudice to the other rights and powers of the organization/Promoter;
- vii. The Allottee/s shall maintain at his/her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any;
- viii. The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Apartments, nor the organization of the Apartment Allottee/s shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned Apartment is sold by it, and/or from the concerned Apartment Allottee/s prior to the date of purchase of the concerned Apartment by him/ her/ them;

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no encumbrances upon the said Land or the said Project except those disclosed in the title report as well as in this Agreement;
- iv. There are no litigations pending before any Court of law with respect to the said Land or said Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said land, said project and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the said Project, said 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 said Land, including the said 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 structure to the said organization/association/Society of Allottee/s the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the Structures to the said organization/Association/Society of the Allottee/s;
- 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. All drawings, plans, other drawings as are given to the Promoter by the appointed Architect, Structural Consultants and other consultants, the Promoter has thus disclosed the same to the Allottee/s and the Allottee/s is aware that the professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there any harm or loss is caused to the Allottee/s and based on these said details of the drawings and the calculations of areas shown, the Allottee/s has agreed to take the said Apartment;
- xii. 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report;

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

- i. To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required;
- ii. The Allottee shall use the residential unit, only for the purposes of residence, and for no other purposes
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is

situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the said Organization or Society or Condominium of Association of Allottee/s or the Limited Company;

- vi. Not to do or permit to be done any act or thing which may render *void* or *voidable* any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated;
- ix. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold;
- x. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up, till possession of the said Apartment has not been given and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.;
- xi. The Allottee/s shall observe and perform all other terms / conditions / directions / rules / notifications issued/enforced, circulated under any statutes, rules, orders, by laws of the formed organization or by the said organization for "use"

of the said Apartments in the said Project of the said Land or in any other part of the said Land at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and Maintenance of the said projects and all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lays down by the Society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- xii. Till a conveyance of the structure of the building and the project land in which Apartment is situated is executed in favour of Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof;
- xiii. That the Allottee/s shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non –performance of such obligations given specifically herein to the Allottee/s;

14. DECLARATIONS OF THE ALLOTTEE/S:

- i. The Promoter herein has made full and true disclosures to the Allottee/s as to the title of the Promoter in respect of the said Land, construction of the building on the said Land, consumption of additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matter relating thereto;
- ii. As required by the Allottee/s the Promoter herein has supplied all information to the Allottee/s herein and he/she/they is acquainted himself/herself/themselves with all the facts as to the marketable title of the Owner to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement;

- iii. The Promoter herein is developing the project under the name "**APOSTROPHE**", Moshi, on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, facade, elevation of the buildings, outer color scheme, terrace, windows, grills *et cetera*. The Allottee/s or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/s also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner;
- iv. The Allottee/s herein declares that, in the project, the Promoter herein are providing advance technology/amenities/material/plant and equipment in common facilities and which has to be operated/used by the persons in the project with due diligence and observe all types of safety;
- v. The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "**APOSTROPHE**", Moshi, and at suitable place in the entrance of the building the names of the unit owners. The Allottee/s in the said project or the ultimate organization shall not be entitled to change the same in any circumstances. The Allottee/s shall execute proper documents under the provisions of various Acts and rules made there under and submit the land under the said project along with the building/s which is/are under construction thereon and form Ultimate body and do the needful for formation of such Institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of such society;
- vi. That the Parking Spaces sold/allotted to each Allottee/s shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle and the same has been agreed by the Allottee/s to follow;
notwithstanding anything contained anywhere in this agreement, the Allottee/s shall not:
 - i. make any holes/cuts/breakages/chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building;
 - ii. extend the said Apartment or make any external attachments to the walls of the Apartment like enclosing grills, clothes drying lines, stands for potted plants,

outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment;

- iii. cover, fully or partially, any terrace or other projection with any structure;
- iv. use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner;
- v. raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted;
- vi. use or permit any user of the parking space other than parking of the vehicles;
- vii. use the elevators which has potentials to damage the same or its operation nor to misuse the elevators;

15. OTHER CONDITIONS:

- i. The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the said Allottee/s. The Promoter may, till the transfer of the said Land and Building thereon to the said organization/society represent the Allottee/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of Municipal Corporation of Pimpri Chinchwad the Government of Maharashtra, MSEDCL, on behalf of the Allottee/s and whatsoever acts done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s;
- ii. The Promoter herein shall be deemed to be a representative for applying for all departments of Municipal Corporation and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such departments if Municipal Corporation and other body or authority or MSEDCL in providing such amenities, services or facilities to the Project/Building on the said Land or to the Apartment agreed to be sold hereunder;

- iii. The Promoter shall be entitled to create rights on the said Land or any part thereof such as lease, license, allotment, for amenities services to the said Project, such as electronic / telecommunication / antenna / electricity / drainage / sewage / water. The Allottee/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same;
- iv. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the said Organization or Society or other body as hereinbefore mentioned;
- v. Notwithstanding anything contained in this agreement, the consideration and price of the said Apartment agreed to herein between the parties hereto, is in view of the market price for steel and cement prevailing as on the date of booking, in the event of escalation, increase or enhancement of the market price for steel and cement, during the period from the date of booking of the said Apartment to delivery of possession thereof, to the Purchaser herein, the Purchaser agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement of the same.

16. RESERVATIONS:

- i. All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/s;
- ii. The Allottee/s covenants and undertakes that, in the event he/she/they have acquired right and interest in open space/terrace they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without 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 space/garden/terrace;
- iii. If the Allottee/s take/s possession of any Apartment in such part completed building or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Apartment are, the said building

or any part thereof and if any inconvenience is caused to the Allottee/s, the Allottee/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s;

- iv. The Promoter shall have a first charge and lien on the said Apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement;
- vi. The Allottee/s shall not, without the written permission to the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the Allottee/s under this agreement till then is received by the Promoter and possession of the said Apartment is handed over to the Allottee/s by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law;
- vii. If after Possession and after formation of Co-operative Housing Society but before execution of conveyance the Allottee intends to assign his right in respect of the said Apartment, the Allottee shall have to take written permission of the Promoter as well as the said Society.
- viii. The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Apartment therein to the Allottee/s of such Apartment and the Allottee/s herein shall have no right to object to the same and will not object to the same and the Allottee/s hereby give/s his/her/their specific consent to the same. If the Allottee/s take/s possession of any Apartment in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Apartment are, the said building or any part thereof and if any inconvenience is caused to the Allottee/s, the Allottee/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s

- vi. It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the said Project is just an descriptive material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/schemes, vehicles etc. to increase the aesthetic value only and are not facts;

17. 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/s until, firstly, the Allottee/s 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/or appear before the Sub-Registrar for this registration as and when intimated by the Promoter, than the Promoter shall 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, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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, correspondence, arrangements whether written or oral, if any, between the parties in regard to the said Apartment;

19. RIGHT TO AMEND:

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

20. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEES/S:

It is cleared 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 said 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;

That the Allottee/s agree that, they shall not object to any easement rights that need to given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

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

Wherever in this Agreement it is stipulated that, the Allottee/s has to make any payment, in common with other Allottee/s in the said Project, the same shall be in proportion which the carpet area of the Apartment, to the total carpet area of all the Apartment, in the said Project;

22. 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.

23. 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/s, in Haveli, Pune 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 at Haveli (Pune). Hence this Agreement shall be deemed to have been executed at Pune.

- 24.** The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 25.** That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Details of the Allottee/s

Name of Allottee/s : (i) _____
(ii) _____

Allottee/s Address : _____

Notified Email ID : _____

Details of the Promoter

Promoter name : M/s. Apex Builders

Promoter Address : 1, Adams Court, Baner road, Baner, Pune.

Notified Email ID : crm@kasturi.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;

26. JOINT ALLOTTEE/S:

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

27. DISPUTE RESOLUTION:

Any dispute between Parties shall be settled amicably, Incase of failure to settle the dispute amicably, it shall be referred to the concerned authorities as per Rules and Regulations of the said Real Estate (Regulation and Development) Act, 2016 and MOFA;

28. GOVERNING LAW:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the Real Estate (Regulation and Development) Act, 2016 and/or any such concerned statute and the rules and regulations made thereunder. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement;

29. STAMP DUTY AND REGISTRATION FEE:

The consideration of the said Apartment as agreed between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment. This agreement is executed by the parties hereto under the said Act and stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 2013, Schedule-1, Article 25(d) plus the Local Body Tax. The Apartment Allottee/s/s herein has paid stamp duty of **Rs. _____/- (Rs. _____/- Only)** plus appropriate registration fee herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owner herein in favour of the Allottee/s herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be exclusively paid by the Allottee/s;

30. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- i. The Allottee/s, if residents of out of India, shall be solely responsible for complying with necessary formalities as lays down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendments modifications, made thereof and all other applicable laws including that of remittance of payments acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals, which would unable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange and Management Act, 1999 or Statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws. The Allottee/s understands and agrees that, in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.
 - ii. The Promoter except no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in residential status of the Allottee/s subsequent to the signing of this agreement, it shall be sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities. If any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing payment receipts in favour of Allottee/s only.
31. The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations notifications, etc. applicable to the said project.
32. The Promoter may, at its sole option and dissertation, without prejudice to its right set out in this Agreement, waive the breach by the Allottee/s in not making the payments as per the Payment Plan including waiving the payment of the interest for the delayed payment. It is made clear and so agreed by the Allottee/s that exercises of discretion by the Promoter in the case of one

Allottee/s shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any of the provisions or of the right thereafter to enforce each and every provision.

SCHEDULE - I

(Description of the said **"LAND"**)

All those portions aggregating to 9292.15 sq. mtrs. numbered as **"PLOT No. A"** comprising of:

Village Borhadewadi Gat Nos.	Total area ("Hectare - Are")	Subject area "sq.mt."
703	0.35	1,553.85 lying on north
704	0.33	1,425.64 lying on north
705	1.50	6,312.66 lying on north west

of Taluka Haveli, District Pune, within the Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and the Municipal Corporation of Pimpri Chinchwad, and which is bounded by as under:

On or towards East : Gat No.751 and 667,
On or towards South : Plot B out of Gat No.703, 704 and 705,
On or towards West : 12 meter wide D P Road
On or towards North : Gat No.706 to 710.

SCHEDULE - II

(Description of the said **"APARTMENT"**)

Residential Apartment	No.
Building/ Wing	
Floor (above stilt)	
Area of Apartment Carpet	sq. mtrs
Together with exclusive right to use Terrace area Carpet	- sq. mtrs
Together with exclusive right to use Balcony area Carpet	sq. mtrs

Together with exclusive right to use Passage area carpet	sq. mtrs
(exclusive facility) exclusive right to use car-parking space no.	

APARTMENT AREA:

The area of the said Apartment as mentioned herein above, shall always be subject to tolerance/variation up to 3 *perc cent* being constructed on all that land more particularly described in Schedule -I above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SCHEDULE – III
(List of Amenities and Specifications)
Internal Amenities

Flooring:

- Anti-Skid flooring for all balconies
- Vitrified flooring

Kitchen

- Modular Kitchen with Hob and Chimney
- Water purifier
- Stainless steel sink with drain board
- Piped gas connection

Bathroom

- Exhaust fan
- False ceiling in all the bathrooms
- Single lever diverter with Hot and cold mixing unit for other bathroom
- Concealed plumbing with premium quality pipes

Security-Doors & Windows:

- Powder-coated aluminum sliding windows.
- S.S. mortoise lock for all doors.
- Video door phone.

Bedrooms:

- Split Air-conditioning in two bedrooms.

Electricals:

- Concealed electrical wiring.

- Adequate electrical points in each room.
- Premium quality switches in all room.
- Provision for cable and telephone points

Note:

- Any additional specification or work will be charged extra along with necessary VAT, Service Tax, GST and all other taxes as may be levied by the Government/Competent Authority. No rebate will be given for cancellation or omission of any item.

External Amenities for the Project

- Landscaped Garden
- DG Back up for Common Lighting
- C.C. TV surveillance for Security
- Club House and Swimming pool

SCHEDULE – IV

(Details of the “**Common Facilities and Restricted Areas and Facilities**”)

A. COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Compound Wall
3. Drainage and water line work.
4. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
5. Light point outside the building and the staircase/s as well as those in the common parking space.
6. One overhead water tank for each building/wing with water pump connected to water reservoir.
7. Lift/Elevator with lift room, lift well and elevator equipment's located adjoining the overhead water tank for the building.
8. STP and MSEB Room
9. Under ground water tank
10. Fire pump room
11. Club house and swimming pool

B. RESTRICTED AREAS AND FACILITIES:-

Terraces adjacent if any to the Apartment and parking space (exclusive facility) as sold/allotted shall be restricted and shall be for exclusive use of such respective Apartment holders.

0-0-0-0-0

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED SEALED AND DELIVERED by the within named Promoter

M/s. APEX BUILDERS]
Through its Partner]
Mr. Bharat D. Agarwal]
]
]

In the presence of:

(1)	Signature	:	(2)	Signature	:
	Name	:		Name	:
	Address	:		Address	:

SIGNED SEALED AND DELIVERED by]
the within named Purchaser/s]
]
Mr./Mrs.]
]
]
]
]
]
Mr./Mrs.]
]

In the presence of:

(1) Signature :
 Name :
 Address :

(2) Signature :
 Name :
 Address :

ANNEXURE - I

Copy of Certificate of Title

ANNEXURE – II

Copy of extract Village Forms VI or VII and XII

ANNEXURE – III

Copy of Commencement Certificate

ANNEXURE –IV

Plan and Layout

ANNEXURE – V

copy of N-A Order