

## ARTICLES OF AGREEMENT

**ARTICLES OF AGREEMENT** made and executed at Pune this \_\_\_\_ day of \_\_\_\_\_ 2020.

### BETWEEN

M/s. Vasupujya Corporation, a Partnership Firm and having their registered office at 595/D, Dr. Ambedkar Road, Narendra Villa, Matunga, Mumbai 400019 and having its office at Pundol Apartment, 160 M.G. Road, Camp, Pune 411001 and hereinafter referred to as the **"OWNERS / PROMOTERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in title, administrators and permitted assigns) through its duly authorized Partner/s Mr. Suresh Jayantilal Ajmera/ Dhanesh Suresh Ajmera/ Siddharth Suresh Ajmera, Age 41 years.

.... OWNERS / PROMOTERS  
.. OF THE ONE PART

### AND

1. Mr./Mrs M/s.\_\_\_\_\_, Age \_\_\_\_ years, PAN : \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, Mobile No. \_\_\_\_\_
2. Mr./Mrs. M/s.\_\_\_\_\_, Age \_\_\_\_ years, PAN : \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, Mobile No. \_\_\_\_\_

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

.. OF THE OTHER PART

WHEREAS the Owners / Promoters abovenamed are well and sufficiently entitled to all that piece and parcel of land bearing S. No. 7,

| Hissa No.                        | Area admeasuring<br>Hectare – Ares |
|----------------------------------|------------------------------------|
| 13A/19A/1<br>(old No. 13A+19A/1) | 00 – 21                            |
| 15A/1<br>(old No. 15A+19C/13B/1) | 00 – 07                            |
| 20B/21B<br>(old No. 20B+21B)     | 00 – 18                            |
| 21/1A/1                          | 00 – 12                            |
| 21/1A/3                          | 00 – 02                            |

|                                 |                                                         |
|---------------------------------|---------------------------------------------------------|
| 25B/1<br>(old No. 22+23A/25B/1) | 00 – 09<br>(including Potkharaba<br>00 Hectare 08 Ares) |
|---------------------------------|---------------------------------------------------------|

collectively admeasuring 00 Hectares 69 Ares i.e. 6900 sq. mtrs., all situated at Village Mohammadwadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune more particularly described in the **Schedule IA** hereunder written and hereinafter referred to as the “**said Entire Project Land**”.

AND WHEREAS the Promoters are owners of said entire project land having acquired the same from its erstwhile owners as under :

**I.**

| Erstwhile Owners<br>(executed Sale<br>Deed with<br>the consent of) | Sale Deed<br>dated/<br>Serial No. | New<br>Sr. No.                       | Area admeasuring<br>Hectare-Ares |
|--------------------------------------------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| Mr. Ramesh Kimatram<br>Chabria and Mr. Abdul<br>Alim Shaikh        | 18/04/2011<br>4379/2011           | 7/13A/19A/1                          | 00 – 09                          |
| a. Mr. Maruti Babanrao<br>Satav and 3 others                       | 18/10/2011<br>9152/2011           | a. 7/13A/19A/1                       | 00 – 12                          |
| b. Mr. Nandkumar Appasaheb<br>Bhosale and 8 others                 |                                   | b. 7/21/1A/1                         | 00 – 07                          |
| Mr. Dasa Bhika Kamble                                              | 22/11/2011<br>10236/2011          | 7/21/1A/1                            | 00 – 01                          |
| Mrs. Shantabai Navnath<br>Tope and 3 others                        | 22/05/2012<br>3449/2012           | 7/21/1A/1                            | 00 – 04                          |
| Mrs. Chababai Dynanoba<br>Ghule and 2 others                       | 31/12/2012<br>1669/2013           | 7/25B/1<br>(old No. 7/22+23A/25B/1)  | 00 – 09                          |
| Mrs. Tarabai Dagadu<br>Ghule and 5 others                          | 31/12/2012<br>1668/2013           | 7/15A/1<br>(old No. 7/15A+19C/13B/1) | 00 – 07                          |
| Mr. Tukaram Ganapat More                                           | 19/08/2014<br>5546/2014           | 7/21/1A/3                            | 00 – 02                          |

**II.**

The Owners/Promoters acquired S. No. 7/20B/21B (old No. 7/20B+21B) admeasuring 00 Hectares 18 Ares in exchange with their holding from Mr. Ramesh Parasram Bhatia vide an Agreement dated 20/11/2013 duly registered at the Office of Sub-Registrar Haveli No. 25 at Serial No. 1615/2013 and thereafter a Supplementary Deed dated 07/01/2014 duly registered at the Office of Sub-Registrar Haveli No. 20 at Serial No. 242/2014 and accordingly the name of the Promoters have been recorded on the 7/12 extract for the said S. No. 7/20B/21B as owners thereof

AND WHEREAS the Owners/Promoters, with intent to implement a composite project on the Entire Project Land, amalgamated their aforesaid holdings into one parcel of land.

AND WHEREAS the Pune Municipal Corporation (PMC) has sanctioned the building layout and the plans for construction of the buildings for residential units on the said entire project land vide Commencement Certificate No. CC/1388/18, dated 18/08/2018.

AND WHEREAS the Hon'ble Collector Haveli, Pune vide order dated 10/07/2019 bearing No. NA. SR/374/2018, permitted non-agricultural use of the said entire Project land for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Owners /Promoters have granted an area admeasuring 25 sq. mtrs. out of the Entire Project Land on lease for the period of 99 years in favour of Maharashtra State Electricity Distribution Company Limited for the purpose of construction of electrical substation control room /OTC vide a Lease Deed dated 24/12/2019 which is duly registered at the Office of the Sub-Registrar Haveli No. 10 at Serial No. 28630/2019 on the same day.

AND WHEREAS an area admeasuring 271.84 sq. mtrs. out of the said entire project land is earmarked for Road Acquisition Area and area admeasuring 95.50 earmarked for Nala reservation and the balance thereof being an area admeasuring 6532.66 sq. mtrs. is the land being developed/proposed/intended to be developed by the Promoters/ Owners is hereinafter referred to as the said **"Project Land"** and more particularly described in the **SCHEDULE IB** (entire project Land Area after deducting the portion earmarked for Road Acquisition Area and Nala Reservation) hereunder.

AND WHEREAS the Owners / Promoters are in possession of the project land.

AND WHEREAS the Owners / Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/Owners propose to commence construction of a residential building project named and styled as **"Neco Beaumont"** on the said Project Land (hereinafter referred to as the **"said Project / Building"**) which Project as sanctioned under Commencement Certificate No. CC/1388/18, dated 18/08/2018 comprises of two wings as hereunder enumerated

- i. **Wing A** having common plinth comprising of Basement + Stilt Parking + Podium Parking + 6 (six) upper Floors consisting of 24 self contained residential units (including the 18 Nos. MHADA units), utilizing a presently sanctioned FSI/FAR of 1769.75 sq. mtrs. to be availed in the construction of the Project along with a proposed potential pending sanction to construct/ develop upon/ over the proposed / existing building six (6) additional upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ TDR Potential of 4585.83 sq. mtrs.

- ii. **Wing B** having common plinth comprising of Basement +Ground + Parking + 10 (ten) upper Floors consisting of 80 self contained residential units utilizing a presently sanctioned FSI/FAR of 5630.60 sq. mtrs. to be availed in the construction of the Project along with a proposed potential pending sanction to construct/ develop upon/ over the proposed / existing building six (2) additional upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ TDR Potential of 1370.06 sq. mtrs.

The Owners/ Promoters have to provide for 18 nos. units for E.W.S / MHADA in compliance of their obligations to Maharashtra Housing and Area Development Authority (MHADA) as allocable under the Maharashtra Housing and Area Development Authority (MHADA) in the said project land and the same are located in Wing A

The Promoters propose to implement accordingly the development of proposed potential FSI/FAR pending sanction to construct/ develop upon/ over the proposed / existing Wing A and B additional upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ TDR Potential of 12116.54 sq. mtrs.

whereby the said wing A and Wing B shall comprise of :

- (i) **Wing A** comprising of Ground + Podium1 + Podium 2 + 12 upper (twelve) floors consisting of 96 self contained residential units including the 22 Nos. MHADA units by consuming and utilizing presently sanctioned FSI/FAR along with the proposed FSI/ FAR/ TDR Potential aggregating approximate 5115.88 sq. mtrs. (MHADA Units FSI - 1239.70 SQ.MTR)
- (ii) **Wing B** comprising of Ground + Podium1 + Podium 2 + 12 upper (twelve) floors consisting of 96 self contained residential units by consuming and utilizing presently sanctioned FSI/FAR along with the proposed FSI/ FAR/ TDR Potential aggregating approximate 7000.66 sq. mtrs.

AND WHEREAS the Promoters are in the process of registering as an ongoing project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in **Annexure 'F'**.

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (hereinafter referred to as the said "Apartment") in the Wing \_\_\_\_\_, of the project named and styled as "**Neco Beaumont**" (hereinafter referred to as the said "Building") being constructed in the said project, by the Promoters;

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS by virtue of the definitive documents the Promoters alone have the sole and exclusive right to sell the units in the said building to be constructed by the Promoters on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects MR VISHAL JADHAV and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Allottee hereby acknowledges that,

- i. the Promoters have disclosed all the necessary information at the time of booking by letter of allotment as well as by display at the site;
- ii. The Promoters have disclosed /given inspection of all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Apartment/Unit has been disclosed in clause (7) hereunder as well as the specifications of the amenities is detailed in **Annexure E** hereunder
- iv. The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS facts and circumstances pertaining to the title of the Promoters as Owners are set out / disclosed in the Certificate of Title dated 21.08.2019 issued by the Promoter's Advocates', SHAKIRA SHEIKH a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'B'**.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked **Annexure D**.

AND WHEREAS the Promoters/Owners shall implement the construction of the said apartment in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in **Annexure E** written hereunder (the said "SPECIFICATIONS" for short).

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the Apartment/ Unit in the Project shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

Explanation : The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall, concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on the respective confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Promoters / Owners shall construct a residential building project named and styled as “Neco Beaumont” which Project Comprises of two wings as hereunder enumerated :

- i. **Wing A** having common plinth comprising of Basement + Stilt Parking + Podium Parking + 6 (six) upper Floors consisting of 24 self contained residential units (including the 18 Nos. MHADA units), utilizing a presently sanctioned FSI/FAR of 1769.75 sq. mtrs sq. mtrs. to be availed in the construction of the Project along with a proposed potential pending sanction to construct/ develop upon/ over the proposed / existing building six (6) additional upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the unutilized FSI/ FAR/TDR Potential of 4585.83 sq. mtrs.
- ii. **Wing B** having common plinth comprising of Basement +Ground +Parking + 10 (ten) upper Floors consisting of 80 self contained residential units utilizing a presently sanctioned FSI/FAR of 5630.60 sq. mtrs. to be availed in the construction of the Project along with a proposed potential pending sanction to construct/ develop upon/ over the proposed / existing building two (2) additional

upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ TDR Potential of 1370.06 sq. mtrs.

The Owners/ Promoters have to provide for 18 nos. units for E.W.S / MHADA in compliance of their obligations to Maharashtra Housing and Area Development Authority (MHADA) as allocable under the Maharashtra Housing and Area Development Authority (MHADA) in the said project land and the same are located in Wing A \*\*\*

The Promoters propose to implement accordingly the development of proposed potential FSI/FAR pending sanction to construct/ develop upon/ over the proposed / existing each Wing A and B additional upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ TDR Potential of 12116.54 sq. mtrs. Whereby the said wing A and Wing B shall comprise of :

- (iii) **Wing A** comprising of Ground + Podium1 + Podium 2 + 12 upper (twelve) floors consisting of 96 self contained residential units including the 22 Nos. MHADA units by consuming and utilizing presently sanctioned FSI/FAR along with the proposed FSI/ FAR/ TDR Potential aggregating 5115.88 sq. mtrs.
- (iv) **Wing B** comprising of Ground + Podium1 + Podium 2 + 12 upper (twelve) floors consisting of 96 self contained residential units by consuming and utilizing presently sanctioned FSI/FAR along with the proposed FSI/ FAR/ TDR Potential aggregating 7000.66 sq. mtrs.

on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a)

- (i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Apartment / Unit No./ \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. mtrs., on the \_\_\_\_\_ floor in the Wing \_\_\_\_\_ of the project named and styled as "Neco Beaumont" (hereinafter referred to as "the Apartment/Unit") and described in **Schedule "A"** attached hereto Usable floor area of the attached exclusive balcony admeasuring \_\_\_\_\_ sq. mtrs. / and attached exclusive terrace

admeasuring \_\_\_\_\_ sq. mtrs as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the lump sum consideration of Rs. \_\_\_\_\_/- inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s covered parking spaces bearing Nos. \_\_\_\_\_, admeasuring 12.5 sq. mtrs. situated at \_\_\_\_\_ and/or stilt and/or podium 1/2, being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. \_\_\_\_\_/-

1(c) The Allottee/s hereby agree/s to pay to the Promoters the amount of purchase consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_/-) in the following manner :-

| Payment Schedule                                                                                           |             |        |
|------------------------------------------------------------------------------------------------------------|-------------|--------|
| Stages                                                                                                     | % Payment   | Amount |
| On Booking                                                                                                 | 10%         |        |
| On /after execution of Agreement                                                                           | 20%         |        |
| On completion of Plinth of the building /wingin which the said Apartment is located                        | 10%         |        |
| On completion of 2 <sup>nd</sup> floor slab of the building or wing in which the said Apartment is located | 10%         |        |
| On completion of 7 <sup>th</sup> floor slab of the building or wing in which the said Apartment is located | 10%         |        |
| On completion of terrace slab of the building/wing in which the said Apartment is located                  | 10%         |        |
| On completion of the walls and internal plaster of the said Apartment                                      | 10%         |        |
| on completion flooring and painting of the said Apartment                                                  | 10%         |        |
| Arch & Civil Completion of the said Apartment by Project Architect                                         | 5%          |        |
| Against receipt of occupation certificate or completion certificate of the said Apartment by PMC           | 5%          |        |
| <b>Total</b>                                                                                               | <b>100%</b> |        |

**IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.**

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

- 1(d) Provided however 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/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
- 1(e) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded

dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(f) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.
- 1(g) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the 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/s, which shall only be applicable on subsequent payments.
- 1(h) The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3 % in the carpet area as mentioned in this agreement in clause 1(a), sub clause (i). However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in clause 1(a), sub clause (i).

2.

- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.
- 2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoters hereby declare that the Floor Space Index utilized as on date in respect of the said project land is 6060.70 sq. mtrs. only and Promoters have planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The residual FAR (FSI) in the plot/ the layout not consumed will be available to the Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters may deem fit either on the said Project Land and /or any other land of the Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Promoters choose. The Promoters have accordingly disclosed the Floor Space Index as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
4. The Promoters hereby agree that they shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in

favour of Association of Allottees to be formed by the Promoters comprising of the Allottee/s of Apartments in the building/wing to be constructed on the said project land which may be a " Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ a Limited Company" as the Promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottees ) make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Owner the Promoters have absolute, clear and marketable title to the said structure of the said building or wing.

5.

5.1 The Allottee (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

5.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:

5.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectifies the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters,

shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance (deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) without interest to the Allottee/s.

5.4 In the event the Allottee/s wishes to cancel this Agreement then the Promoter shall deduct 10% (ten percent) of the agreed sale/ purchase price i.e. the total consideration of the said Apartment towards liquidated damages and other administrative expenses and the balance amount, if any, shall be refunded after the Apartment has been booked by other Allottee/s and full consideration received thereof from the other Allottee/s, the Promoter is not responsible to refund any taxes and duties such as GST, stamp duty, registration charges or any other charges which have been paid to the Government or any other incidental charges incurred by the Allottee/s and the Allottee/s shall apply for refund of the stamp duty at their own effort and cost.

6. The Promoter hereby assures to provide External Development in the Project and Internal Specifications of the apartment more particularly described in Annexure 'E'

7. The Promoters shall give possession of the Apartment to the Allottee/s on or before 31/12/2023. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters hereby agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in Maharashtra Real Estate (Regulation and Development) rules, 2017 on all amounts (excluding Government taxes and Duties) paid by the Allottee/s for every month of delay till handing over of possession.

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

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) onset of Epidemic / Pandemic (as declared by World Health Organisation) and resultant order / notification issued by the Government/local authority for shutdown, lockdown and/or curfew.

- (iv) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (v) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters/Owners having complied with all requirements.
- (vi) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Promoters/Owners having complied with all requirements.
- (vii) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters/Owners to terminate this agreement under clause mentioned herein.

Notwithstanding anything contained to the contrary herein it is hereby stipulated and agreed that due to the force majeure circumstances occasioned by the COVID 19 situation ongoing in the country there are certain entitlement & extensions available/granted under the various applicable laws and statutes and/or ordained from time to time and which the Promoters shall, if warranted and applicable, avail.

## 8.

- 8.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.
- 8.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.
- 8.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the

Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession .

- 8.4. The allottee has at the time of receiving possession ;
- a. execute the acknowledgement of receipt of possession of the Unit, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
  - b. Allottee/s shall also execute the necessary indemnities and undertaking regarding overall maintenance of the Unit and the building, payment of contributions to the condominium or Society of Allottee/s, maintenance and upkeep of the common amenities, facilities and areas. Undertake and agree to proper upkeep and maintenance of the Apartment and building by payment of the Society maintenance charges.
- 8.5 If within a period of five years from the date of handing over the Unit to the Allottee/s, the Allottee brings to the notice of the Promoters any structural defect in the Unit or the building in which the Unit is situated then, or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building 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 Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that :

- (i) The Allottees' of the units in the wing shall not carry out any alterations of whatsoever nature in the said Unit / building and in specific the structure of the said unit/ building of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if 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 the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the

part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit /s by the respective Allottee/s/Occupants, vagaries of nature etc.

(ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Unit/ building/wing and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

(iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

(iv) That the Allottee/s has/have been made aware and the Allottee/s expressly agree/s that the regular wear and tear of the unit/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

(v) It is further 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 inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

9. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.

10. The said unit is agreed to be sold subject to :
- 10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
  - 10.2. Its present permitted user as residential and/or other permissible users.
  - 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
  - 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.
  - 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.

The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the Unit association and / or after formation of the Ad-HOC Body /

Management Body for the said condominium /association / society, the responsibility of management and maintenance of these spaces shall vest upon the Unit association / society and such Association of Allottees shall be solely responsible to manage and maintain the spaces at their own cost, responsibility and risks, without making the Promoters anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.

10.6. The Promoters have intimated the Allottee/s that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional upper floors in each of the wing/s being constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

10.7. The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)

- a. The access to the individual apartments shall be as per the sanctioned plan and/or revised plan from time to time.
- b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
- c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters/Owners and the R.C.C Consultants.
- e. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/ 2 wheeler. It is specifically made clear that any 3-wheelers/ tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;

- f. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- g. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- h. The Construction of chimneys, hanging telephone and internet cable, electric connections, DTH , computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Owners in writing.
- i. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
- j. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.

11. The Allottee along with other allottee(s) of Units in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or 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.

12. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of either singular or multiple (as per discretion of the Promoter) a Co-operative Housing Society for a building or a wing/s of one building, submit the application in that behalf to the Registrar for registration of the Co-operative Societies, within three months from the date of Occupancy Certificate of such singular or multiple building/s or a wing/s. However, any delay towards affixing signature of Allottee's on such legal entity formation documents and procedural delays

on account of concern Government/Co-operative department will not be to the account of the Promoter. Further, apex body of such legal entities will also be formed after obtaining final occupation certificate of last Residential building

13. The Promoters shall convey/lease the project land and the wings with absolute, clear and marketable title thereto (subject to their right to dispose of the remaining unsold Units, if any and to receive entire consideration in respect thereof) in favour of the said Co-operative Housing Society/Limited Company/ Legal Entity, within 2 (two) years from the date of issue of occupancy certificate or obtaining full and final consideration from all the Allottees whichever is later of the total number of allottees in such a building or a wing, have paid the full consideration to the promoters .

14. Within 15 days of the Promoter giving written notice or by email to the Allottee/s intimating that the said unit is ready for possession or the Allottee/s receiving possession of the said unit from the Promoter whichever is earlier, the Allottee/s shall be liable to pay Rs 3000/- per month being the maintenance charges towards the said unit to the Promoter / the said Condominium, Society or Limited Company. In case the actual expenditure exceeds the estimate, the Promoter /the said Condominium, Society or Limited Company shall be entitled to demand for additional amount towards the maintenance contribution from the Allottee/s. In the event Allottee/s fails and/ or neglects to pay the maintenance charges the Allottee/s shall be liable to pay interest @ 21% per annum on the unpaid amount and the Promoter /the said Condominium, Society or Limited Company shall be entitled to recover the said amount from the Allottee/s. It is specifically agreed by the Allottee/s that the Promoter /the said Condominium, Society or Limited Company shall be entitled to use /withdraw the amount from the maintenance deposit /corpus in case there is shortfall in the monthly maintenance charges payable by the Allottee/s. It is specifically agreed by Allottee/s that he/she/they in his/her/their individual capacity or as member of said Condominium, Society or Limited Company agrees that such monthly maintenance contribution is payable by him/her/them and all other Allottees towards their respective units. That the aforesaid maintenance charges are towards the expenses of maintenance of (i) the common areas amenities and facilities of the said project; (ii) Common areas, amenities and facilities of the said phase; (iii) salaries of human resource, where as other common expenses like land revenue, electricity bills, water charges and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the Project Land and said phase to concerned Local Authority / government – semi government authorities and/or any other authority etcetera as the case may be and all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings etcetera will be paid separately by Allottee/s to said Condominium, Society or Limited Company.

Until the Condominium, Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Owners/Promoters such proportionate share of outgoings as under:

- a. It is also agreed by the Allottees that he/she/they will pay a sum of **Rs. 18,000/- (Rupees eighteen thousand only) towards the pro-rata half yearly advance towards maintenance.** The Allottee/s agree/s to pay this amount to the Owners/Promoters on or before he/she/they take the possession of his / her / their unit agreed to be purchased.
- b. The Owners/Promoters shall maintain the Complex for first 6 months from the date of notice to the Allottee that the Apartment is ready for the occupation and possession as may be decided by the Owners/Promoters / "Property Maintenance Services" an agency which is a professional maintenance company appointed by the Owners/Promoters for the benefit of the project.
- c. The amounts so paid by the Allottee to the Owners/Promoters shall not carry any interest and remain with the Owners/Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Condominium, Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the amount remaining, if any, from the aforesaid deposits/advance after deduction provided for in this Agreement towards maintenance charges, shall be paid over by the Owners/Promoters to the Condominium, Society or the Limited Company, as the case may be.

It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Owners/Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

15. The Promoters reserve their right :
  - a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
  - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
  - c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

16. The Allottee shall on or before delivery of possession of the said units pay the Promoters the following amounts :-

- (i) Rs. 600/- for share money, application entrance fee of the Condominium, Society or Limited Company.
- (ii) Rs. 1,00,000/- for deposit/advance towards provisional monthly contribution towards outgoings of the Condominium, Society or Limited Company
- (iii) Rs. 18,000/- towards adhoc half yearly Maintenance advance towards Water, Electric, and other utility and services connection charges as applicable.
- (iv) MSEDCL Deposit for Apartment Meter at actuals.

17. At the time of registration of conveyance or Lease of the structure of the building or wing of the building and the said project Land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the Project land and structure of the said Building /wings of the said building.

18. The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees, Goods & Service Tax (G.S.T.) or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. All outgoings pertaining to this shall be paid by Allottee separately. It is also agreed between the parties hereto that, the Allottee herein shall bear and pay the amount of Goods & Service Tax (G.S.T.) as applicable on every instalment of payment of consideration. If at any time, after execution of this agreement, the increase in Goods & Service Tax (G.S.T.) under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said properties or the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee.

Amenity Space (if any) in the layout shall solely belong to the Promoters and the Promoters in their discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Promoters may give the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monetary Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the said Society/ Limited Company/ Condominium of Unit Holders shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as

road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoters at their discretion, subject to liability of payment of contribution towards maintenance thereof.

#### **19.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure of the building/ wing alongwith the project land jointly or otherwise to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoters have 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Unit Allottee/s.
- iii. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit 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 Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit without the prior written permission of the Promoters and/or the Society or the Limited Company or Condominium of Unit Holders.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Unit 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 Unit in the compound or any portion of the said Project Land and the building in which the Unit is situated.

- viii. Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Unit is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
- xi. To bear and pay applicable and any increase in local taxes. water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. 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 Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up 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/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of

Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Unit 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.

- xiv. Till a conveyance of the land and structure of the building/ wing in which Unit is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters 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.
- xv. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Unit Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.

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

21. The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, fire fighting system/equipment/alarms/sprinklers, organic waste

convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee(s) agrees to contribute to costs involved in these processes on prorata basis or as decided by the ultimate organization. The Allottee(s) will not hold the promoters accountable for any penalty or action taken by any authority for failure on the part of Allottee(s) or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipments/devices and processes."

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

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.

24. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge

shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

**25. COST OF PROVISION OF WATER TO THE SAID BUILDING**

As mentioned above, the said project Land is situate within the limits of the Municipal Corporation and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation, the Municipal Corporation has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Promoters. The Promoters shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of Units in the said Project, the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Allottee/s agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep local authority/Promoters indemnify at all times .

---

Signature/s

**26. BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27. ENTIRE AGREEMENT :

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

28. RIGHT TO AMEND :

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

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

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

30. SEVERABILITY :

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

32. FURTHER ASSURANCES :

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

33. PLACE OF EXECUTION :

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

34. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottees' Address)

Notified Email ID : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

M/s Vasupujya Corporation  
102 Pundol Apartment, 160 M.G. Road, Camp, Pune 411001  
Notified Email ID: sales@vasupujya.com  
Mobile / Landline No. 020 - 26357731

It shall be the duty of the Allottee and the promoters 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 Promoters or the Allottee/s, as the case may be.

36. JOINT ALLOTTEES :

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

37. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under

the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website ) Rules 2017, respectively as applicable.

38. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Unit as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

39. STAMP DUTY:

39.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

39.2 Stamp duty amounting to Rs. \_\_\_\_\_/- is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE IA ABOVE REFERRED TO :  
(ENTIRE PROJECT LAND)**

**ALL THAT PIECE AND PARCEL OF PROPERTY** bearing S. No. 7,

| Hissa No.                        | Area admeasuring<br>Hectare – Ares                    |
|----------------------------------|-------------------------------------------------------|
| 13A/19A/1<br>(old No. 13A+19A/1) | 00 – 21                                               |
| 15A/1<br>(old No. 15A+19C/13B/1) | 00 – 07                                               |
| 20B/21B<br>(old No. 20B+21B)     | 00 – 18                                               |
| 21/1A/1                          | 00 – 12                                               |
| 21/1A/3                          | 00 – 02                                               |
| 25B/1<br>(old No. 22+23A/25B/1)  | 00 – 09<br>(including Potkharaba admeasuring 08 Ares) |

totally admeasuring 00 Hectares 69 Ares i.e. 6900 sq. mtrs., situated at Village Mohammadwadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under:-

ON OR TOWARDS THE :

|       |   |                        |
|-------|---|------------------------|
| NORTH | : | Vacant land in Sr.No.7 |
| SOUTH | : | Vacant land in Sr.No.7 |
| EAST  | : | Vacant land in Sr.No.7 |
| WEST  | : | Vacant land in Sr.No.7 |

**THE SCHEDULE IB ABOVE REFERRED TO :  
(PROJECT LAND)**

**ALL THAT PIECE AND PARCEL OF PROPERTY** admeasuring 6532.66 sq. mtrs. Out of the land more particularly described hereinabove in Schedule IA situated at Village Mohammadwadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune (Entire project Land after deducting the portion earmarked for Road Acquisition Area and Nala Reservation).

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

Here set out the nature, extent and description of common areas and facilities.

**SCHEDULE ‘A’ –**

Apartment / Unit No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. mtrs., on the \_\_\_\_\_ floor in the WING No. \_\_\_\_ of the project named and styled as “**Neco Beaumont**” alongwith the usable floor area of the enclosed balcony admeasuring \_\_\_\_\_sq. mtrs. Usable floor area of the attached exclusive balcony admeasuring \_\_\_\_\_ sq. mtrs. and attached exclusive terrace admeasuring \_\_\_\_\_ sq. mtrs and alongwith allocated right of use of \_\_\_\_\_ car parking space/s on the Ground /Podium1 /Podium2 in the wing/ building situate on the land described in Schedule IB hereinabove.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED  
by the abovenamed OWNERS /  
PROMOTERS

OWNERS / PROMOTERS

SIGNED SEALED AND DELIVERED  
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.