

//SHREE//

AGREEMENT FOR SALE

This Agreement for Sale is executed at Pune, on this _____, day of _____ month in the year 2019.

BETWEEN

GNP LANDMARKS LLP, (PAN NO: AAPFG0414R) a Limited Liability Partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008, having its office at City Mall, Office No. 511 and 512, University Road, Ganeshkhind, Pune – 411016, represented through its designated partner (1) Vasant Haribhau Gaikwad (Aadhar No. 851228964635) and (2) Pramod Purshotam Nemade (Aadhar No. 287276115541), hereinafter referred to as the ("**Promoter**") (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being and from time to time constituting the said LLP, the survivor or survivors of any of them and the heirs, executors, and administrators of such last surviving partner and his/her/their assigns)

... PARTY OF THE FIRST PART

AND

1. _____
 Age: ____ years, Occupation: _____
 PAN No: _____
 Aadhar Card No. _____
 Residing at: _____

2. _____
 Age: ____ years, Occupation: _____
 PAN No: _____
 Aadhar Card No. _____
 Residing at: _____

Hereinafter referred to as the ("**Allottee**") (Which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators, and permitted assigns and in case of partnership firm the partners or partner for the time being of the said firm/LLP, the survivor or survivors and the heirs, executors, and administrators of the last survivor and in case of HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate or company its successors, and permitted assigns)

PARTY OF THE SECOND PART.

WHEREAS by and under a Sale Deed dated June 11, 2018, registered at Serial No. 10179 of 2018, Mr. Sandeep Ingawale and Mr. Pramod Ingawale sold, transferred and conveyed the property bearing Parde No. 9 and 10, totally admeasuring 3600 square meters situate at village Bhugaon, Taluka Mulshi, District Pune, in favour of the Promoter herein, for the consideration and on the terms and conditions mentioned therein. Mutation Entry No. 8608 dated 14.08.2018 confirms the same.

AND WHEREAS out of the property bearing Parde No. 9 and 10, totally admeasuring 3600 square meters situated at village Bhugaon, Taluka Mulshi, District Pune, (the abovementioned land) the Promoter has transferred an area admeasuring 15M RP road admeasuring 911.75 square meters in favour of Gramvikas Adhikari (Gramsevak), Grampanchayat Bhugaon, vide Sale Deed dated September 9, 2018, registered at Serial No. 3471 of 2018, for the consideration and on the terms and conditions mentioned therein. Therefore, the property bearing Parde No. 9 and 10, totally admeasuring 3600 square meters situated at village Bhugaon, Taluka Mulshi, District Pune, excluding the area of 15M RP road admeasuring 911.75 square meters is hereinafter referred to as the said ("**Project Land**"), more particularly described in the **Schedule I**, written hereunder.

AND WHEREAS accordingly, the Promoter is absolutely seized and possessed of the Project Land as owner thereof and has decided to develop the said land by itself. The Promoter herein, being the Promoter as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and the rules made there under, hereinafter referred to as the said ("**Act**") is desirous of carrying out a project of housing on the said Project Land. Promoter has presently launched a scheme of construction consisting of flats of various sizes named and known as the "**The Riverside**" on the said Project Land, hereinafter referred to as the said ("**Project**"). The Project Land and the said Project, collectively are hereinafter referred to as the said ("**Real Estate Project**").

AND WHEREAS the Assistant Director of Town Planning, Pune has sanctioned the layout pertaining to the said Project Land vide his letter bearing No. 1648, dated August 31, 2018, and relying on the said sanction of the Town Planning Authority the Grampanchayat Bhugaon has granted the Commencement certificate to develop the said Project vide its approval dated November 30, 2018, bearing No. 927 of 2018 and is annexed herewith as **Annexure 'A'**.

AND WHEREAS the Promoter has prepared and got sanctioned the layout and building plans in respect of the said Project Land and said Project, with the permission for non-agricultural use from the Collector of Pune, vide its order dated October 24, 2018, bearing No. Mulshi/NA/SR/106/2018 and is annexed herewith as **Annexure 'B'**.

AND WHEREAS the Promoter has appointed architects registered with the Council of Architects for carrying out the development of the said Project Land and for carrying out the construction of multistoried building/s and other structure/s thereon.

AND WHEREAS the Promoter has entered into a standard agreement with such architects registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the architect and the structural engineer till the completion of the said Project.

AND WHEREAS Promoter will be registering the said Project under the provisions of the said Act with the Real Estate Regulatory Authority and upon such registration all documents and information related to said Project will be available on the website of the authority <https://maharera.mahaonline.gov.in>.

AND WHEREAS the Allottee herein demanded from the Promoter and the Promoter has given inspection to the Allottee and has also provided the Allottee/s with one set of all the documents relating to the Project Land and the plans, designs and specifications prepared by the architect of the Promoter and such other documents as are specified under the said Act and the rules and regulations made thereunder and the Allottee has satisfied himself about the clear and marketable title of the Promoter to the Project Land, and all the documents provided by the Promoter to the Allottee herein and has approached the Promoter for allotment and booking of a unit in the said Project and agreed to purchase the same, more particularly described in the **Schedule II**, written hereunder and more particularly shown in the floor plans annexed herewith as **Annexure 'C'**, which unit is hereinafter in this agreement for all intentions and purposes is referred to as the said ("**Unit**"), and for the price hereinafter agreed, subject to the terms and conditions herein appearing.

AND WHEREAS the title certificate issued by the Advocate of the Promoter in respect of the Project Land, is annexed herewith as **Annexure 'D'**, the copy of 7/12 extract pertaining to the Project Land are annexed hereto and marked collectively as **Annexure 'E'**. And the general specifications and amenities for the construction of the said Unit have been listed out and described in **Annexure 'F'**, annexed herewith.

AND WHEREAS the Promoter has specifically and clearly disclosed and declared to the Allottee regarding planning for carrying out the said Real Estate Project by utilizing the entire permissible FSI in respect of the Project Land, the total FSI potential, total permissible construction, planning for maintenance, formation of Society / Apartment Association, common areas amenities and facilities of the said Real Estate Project, more particularly described in **Schedule IV**, written hereunder, and the Allottee has well understood the same before entering into and executing this agreement.

AND WHEREAS the Promoter has clearly informed the Allottee that there are no covenants, impediments, tenancies affecting the Project Land or any encroachments on the said Project Land or mortgage, lien or charge on the said Project Land, except specifically stated in this Agreement as well as in the Title and Search report of the Advocate of the Promoter which has already been inspected and understood by the Allottee. So also, the Promoter has assured the Allottee that apart from the permissions already obtained by the Promoter in respect of the Project Land, no other permission/s or sanction/s are required to be obtained with respect to the said Unit.

AND WHEREAS the Promoter has the right to sell the Units in the said Project to be constructed by the Promoter, and, to enter into this agreement with the Allottee of the said Unit and receive the sale consideration in respect thereof.

AND WHEREAS that under the provisions of the section 13 of the said Act, the Promoter is required to execute a written statement for sale of the said Unit to the Allottee/s in fact these presents and the Parties are required to register the said agreement under the Registration Act, 1908 within four months from the date of execution thereof.

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as stated hereunder.

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

The above recitals shall form an integral part of the operative portion of this agreement, as if the same are set out herein verbatim. The headings given in the operative section of this agreement are only for convenience, and are not intended in derogation of the Act or the rules made thereunder.

1. DEFINITIONS:

The Parties hereto admit and confirm that the definitions of certain terms used frequently and specifically in this agreement as follows:

- i. **"Agreement"** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- ii. **"Building Plan"** means the plan of building duly sanctioned by Assistant Director of Town Planning, Pune and relevant competent authorities consisting of said unit. The same is annexed herewith as **"Annexure H"**.
- iii. **"Building"** means the building being constructed on the Project Land in which the said Unit is situated or will be situated.
- iv. **"Carpet Area"** means the net usable floor area of an apartment/unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace, but includes the area covered by the internal partition walls of the apartment/Unit. Such Carpet Area is calculated on bare shell basis, prior to application of any finishes/finishing material.

- v. **"Common areas, amenities and facilities of the said Project"** means all such areas amenities, facilities of the said Project provided by the Promoter for the common use and enjoyment of all the residents of Units in the said Project, which are listed out and described in the **Schedule III** written hereunder, which exclude the common areas, amenities and facilities of the said building. Such areas, amenities, facilities of the said Project shall be the internal development works as provided under the said Act.
- vi. **"Common areas, amenities and facilities of the said Building"** means all such common areas such as staircase, lifts, lifts space, lobby passage, amenities, and facilities provided by the Promoter within the said Building for the restricted usage and enjoyment of residents/occupants of the said Building which are listed out and described in the **Schedule IV** written hereunder.
- vii. **"Conveyance in favour of the said Society"** means the instrument for sale, transfer, conveyance of the structure of the said Building (excluding basements, podiums, if any and the parking floor/s of the said building) along with all the Common areas, amenities and facilities of the said Building in favour of the said Society.
- viii. **"External Development Works"** means the development works for the benefit of the said Project, situated outside the periphery of the said Project, which are listed out and described in **Schedule V** written hereunder.
- ix. **"Independent areas and facilities"** means the areas and facilities for which the exclusive right to use and occupy is granted by Promoter for a particular Unit, if any, to the exclusion of the Allottees /occupants of the other Units in the said Project and described in the **Schedule VIII** written hereunder.
- x. **"Prescribed Interest Rate"** means rate of interest equal to the State Bank of India, highest marginal cost of lending rate plus two percent and if the same is not available, then such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, as provided in rule 18 of Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, registration of real estate agents, rates of interests and disclosures on website) Rules, 2017.
- xi. **"Project"** means the scheme of construction of residential units/premises, named and to be known as **"TheRiverside"** being carried out by the Promoter on the Project Land consisting of multistoried buildings having flats which the Promoter has agreed to sell or which the Promoter would be selling on ownership basis to the respective Allottee or which would be given by the Promoter on license/lease/rent to respective licensee or the tenant. The said Project also includes the common areas amenities and facilities provided for the said Project.
- xii. **"Project Land"** means the land admeasuring 36 Ares situate at Village Bhugaon, TalukaMulshi, District Pune as more particularly described in the

Schedule I written hereunder, excluding the area under 15M RP road admeasuring 911.75 square meters, and also the land or pieces of land included/excluded by the Promoter by revising the layout from time to time hereafter till completion of the said Project.

- xiii. **"Society"** means the co-operative Housing Society formed and registered by the Promoter of all the Allottees of Units in a particular building, in which the said Unit is agreed to be purchased by the Allottee is situated or to be situated, which society will be the owner of the structure of the said Building or the structures of bungalow/row houses/villas thereof as the case may be.
- xiv. **"Specific Consent"** means the consent specifically granted by the Allottee for the revisions of the layout in respect of the Project Land as well as for the revision/modification of the building plans specifically informed and disclosed by the Promoter to the Allottee as stated in clause 14 below, which do not adversely affect the said Unit.
- xv. **"The Said Unit"** means the Unit agreed to be purchased under this agreement by the Allottee herein, which is more particularly described in the Schedule II written hereunder.
- xvi. **"Total FSI/FAR"** means the total permissible Floor Space or Area in respect of the Project Land and additional land/s, if any, included and/or amalgamated by the Promoter in the said Project.
- xvii. **"Total Area"** means the Carpet Area of the Unit plus the area of the adjacent terrace/ exclusive balcony/ exclusive wash area plus the proportionate area of the Unit in the common area and facilities of the said Building.
- xviii. **"Unit"** means a separate and self-contained residential premises/tenement/commercial premises in the said Project of various sizes/area/designs constructed as per the sanctioned building plans on the said Project Land, which includes flat, duplex flat, penthouse, row house, bungalow, villa, commercial premises, etc. being transferable and heritable property.

2. **PROMOTER TO DEVELOP AND CONSTRUCT THE SAID PROJECT AND THE SAID BUILDING:**

- 2.1 The Promoter herein has obtained the necessary permissions and sanctions from the local authority and/or competent authorities in respect of the Project Land described in Schedule I written hereunder and for the commencement of the said Project on the Project Land, and shall further obtain all the necessary permissions and sanctions from the concerned authorities for carrying out and completing the said Project as per the policies of the Promoter for the said Project and accordingly shall carry out and complete the said Project by abiding and observing all the terms and conditions of all such permissions and sanctions.

- 2.2 The Promoter has obtained sanctioned plan in respect of the said Building to be constructed on the Project Land, consisting of the said Unit agreed to be purchased by the Allottee and the Promoter has commenced the construction of the said Building. The Promoter shall carry out and complete the construction of the said Building having stilted ground floor, plus minimum 10 upper floors, in accordance with the plans designs, specifications approved or which may be revised by the Promoter with the approval of the concerned authority/authorities and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority. However, the Promoter shall ensure that such alterations and modifications shall not adversely affect the said Unit agreed to be purchased by the Allottee as per the terms of this Agreement. The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his Irrevocable Specific Consent to the Promoter herein to carry out such revisions, alterations, modifications in the sanctioned plan/s of the said building, entire layout of the said Project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority or government or any officer of any local authority. However, the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or Carpet Area of the said Unit hereby agreed to be sold.

3. **AGREEMENT AND CONSIDERATION:**

- 3.1 The Allottee agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, the said Unit i.e. the Unit No. _____, described in the Schedule II written hereunder, in the said Building, and more particularly shown in red boundary lines in the floor plans annexed herewith and marked as Annexure 'C', for the total consideration of Rs. _____/- (Rupees _____) only, subject to terms and conditions stated herein.
- 3.2 The Specifications of the said Unit and the fixtures, fittings to be provided by the Promoter for the said Unit are described in **Schedule VI** written hereunder. The Allottee has seen and approved the floor plan of the said Unit and the Allottee shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said Unit. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.
- 3.3 The Promoter and the Allottee specifically agree that the total consideration of the said Unit has been settled by and between the Parties on the basis of the Carpet Area of the said Unit and the Promoter is charging the total consideration only for the Carpet Area of the said Unit. The Promoter and the Allottee therefore, mutually agree that the total consideration of the said Unit shall not be

affected if the actual Carpet Area of the said is found out to be less or more upto 3% of the Carpet Area of the said Unit as stated in this Agreement. However, if such increase or deficit in the Carpet Area exceeds 3% of the total Carpet Area as stated in this Agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in Carpet Area on pro rata basis based on the consideration stated in clause No. 4 written hereunder.

- 3.4 The purchase price is escalation free, save and except escalations/increases, due to reasons stated in clause No. 3.3, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies, Government from time to time. The Promoter undertakes and agrees that while raising the demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authority etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.5 The Promoter and the Allottee agree and confirm that considering the total consideration charged by them on the basis of the Carpet Area of the said Unit, the Promoter shall not charge or demand any separate amount or consideration from the Allottee on account of the following:
 - i. The cost of FSI/FAR utilized for the said Unit out of the total FAR/FSI of the said Building.
 - ii. The proportionate cost for providing the common areas, amenities, and facilities for the said Building.
 - iii. The proportionate cost for providing the common areas, amenities and facilities for the said Project.
 - iv. Proportionate cost of external development works attributable for the said Project, if any.
 - v. Legal charges of preparation of this Agreement, excluding stamp duty and registration fees.
 - vi. Charges and deposit for electricity connection and electricity meter for the said Unit.

4. **PAYMENT OF CONSIDERATION:**

- 4.1 The Allottee has agreed to pay to the total agreed consideration for the said Unit to the Promoter in a manner as described in **Schedule VII** written hereunder.

- 4.2 The Allottee has on or before the execution of this Agreement, paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being part payment towards the total agreed consideration of Rs. _____/- (Rupees _____ only) for the said Unit. The balance payment of Rs. _____ (Rs. _____ only) shall be paid by the Allottee in favour of the Promoter on the demand made by the Promoter and as per the manner described in **Schedule VII** written hereunder.
- 4.3 The Allottee shall pay the amounts of balance consideration to the Promoter from time to time by duly drawn cheques/pay orders/demand drafts in the name of the Promoter or by electronic transfer/RTGS/wire transfers in the Current A/c No. _____, of the Promoter in _____ bank, _____ branch (Branch Code: _____, IFSC: _____, MICR No. _____) payable at Pune, or at any other account as may be intimated by the Promoter to the Allottee. The Promoter will issue and an acknowledgment receipt to the Allottee upon receiving payments from the Allottee as stated above, subject to realization of the concerned amounts in its said bank account.
- 4.4 The timely payment of the consideration amounts and any other amounts due and payable as stated in this Agreement shall be the essential and important condition of this Agreement.
- 4.5 The Allottee is aware that as per the provisions of the section 194 IA of the Income Tax Act, he may be liable to deduct tax at source (TDS), if applicable he shall pay such amount of TDS and the Promoter shall acknowledge receipt of amount equivalent to such amount of TDS, only upon the Allottee submitting the certificate for the required amount of TDS and upon the verification to the effect that the amount mentioned in the TDS certificate is matching with the amount credited in the name of the Promoter, appearing on the website of the Income Tax department.

5. ALLOTTEE'S OBLIGATION TO PAY ADDITIONAL AMOUNTS:

5.1 TAXES AND CESSSES IMPOSED BY THE LOCAL AUTHORITY:

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

5.2 TAXES SUCH AS VAT, SERVICE TAX, GST IMPOSED BY GOVERNMENT:

The value added tax (VAT), service tax and/or GST payable to government in respect of this Agreement shall be separately paid by the Allottee to the Promoter. The Allottee hereby further agrees that in the event of any other taxes to the state and/or central government or increase in service or value added tax (VAT) or GST or any other tax or payment of similar nature becoming payable by

the Promoter either before or after delivery of possession of the said Unit, the same shall be paid/reimbursed by Allottee of the Unit to the Promoter, as and when charged and demanded by the Promoter. If Allottee fails to pay the amount within 15 days from the date of such a demand, the Allottee of the Unit shall be liable to pay interest/penalty/fine, which shall be levied by the concerned authorities from time to time. The Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified therefrom.

5.3 PROVISIONAL MAINTENANCE CHARGES:

The Allottee shall be liable to pay the maintenance deposits/ corpus and monthly provisional maintenance charges to the Promoter in respect of the said Unit as provided hereinafter.

5.4 STAMP DUTY AND REGISTRATION FEES:

The Allottee shall bear and pay the stamp duty and registration fees, out of pocket expense of this Agreement and that of the Deed of Conveyance to be executed in terms of this Agreement as provided hereunder.

5.5 The timely payment of the aforesaid additional amounts shall also be the essential and important condition of this Agreement.

6. TERMINATION BY THE PROMOTER:

6.1 On the Allottee committing default in payment on the due date (Allottee not making payment of the any amount due and payable as per terms of this Agreement to the Promoter) or any other amount/s due and payable under this Agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

6.2 Provided always, the power of termination under this Agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 days (Fifteen days) prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or breaches within the notice period (15 days) after giving of such notice. The Agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of Deed of Cancellation will not be necessary. Upon the termination of this Agreement the

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

- i. Promoter shall be entitled to forfeit 15% of the purchase price as and by way of agreed genuine pay estimate of liquidated damages alongwith the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit upto the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said Unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the Promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the dated of demand. If the Allottee herein has obtained any housing loan on the said Unit, then such refund of amount to the Allottee shall be subject to the deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.
- ii. The Promoter shall refund to the Allottee above referred amount after deduction without any interest in 3 (three) monthly equated installments commencing from the date on which the said Unit is sold by the Promoter to any new Allottee by executing agreement for sell in favour of such new prospective allottee. The instalments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof. The Allottee shall have no lien, charge or any other right in and upon the said Unit on termination.
- iii. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, cost/s or otherwise on the amount refunded. The amount of refund shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in/or to the said Unit.

6.3 The Allottee herein irrevocably nominate, constitute and appoint Mr. Vasant H. Gaikwad, and Mr. Pramod P. Nemade, jointly or severally, who are the partners of the Promoters, as the, constituted attorney to execute and register the Deed of Cancellation or any other document as may require to cancel this transaction in law if required and on termination of this Agreement as aforesaid and who is entitled to do the same on agreeing to refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee and his heirs,

executors and administrators ratify and confirm and agree to ratify and confirm the aforesaid act of the constituted attorney by virtue of these presents. In pursuance of appointment of constituted attorney as aforesaid by the Allottee, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid by herewith by the Allottee by this instrument under the Bombay Stamp Act, 1958 for cancellation of this Agreement and it is clearly agreed and understood between the parties herein that the Deed of Cancellation shall only be executed if the Allottee fails and/or neglects to execute cancellation deed of this Agreement.

- 6.4 The Promoter at its option and discretion, without terminating the Agreement, shall be entitled to specific performance thereof and to recover the amount due with simple interest calculated at rate equal to the Prescribed Interest Rate. Also the Promoter may exercise the option either to terminate or not terminate the Agreement at any time after default.

7. TERMINATION BY THE ALLOTTEE:

Only in the eventuality of the Promoter failing to abide by the time schedule for handing over the said Unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated hereinabove) then the Allottee shall be entitled to either of the following:

- 7.1 Request the Promoter in writing at the address provided by the Promoter, to pay simple interest calculated at the rate equal to the Prescribed Interest Rate on the amounts paid by the Allottee for every month of delay till the handing over of the possession of the said Unit to the Allottee.
- 7.2 The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allottee shall execute Deed of Cancellation in favour of Promoter and the Promoter shall endeavor to refund the amounts received from the Allottee. Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the Promoter out of agreed consideration as per clause 4.2 for the said Unit, (save and except amounts collected for the purpose of making payment towards government taxes, duties and fees) to the Allottee alongwith simple interest calculated at the rate equal to the Prescribed Interest Rate, in 6 (six) monthly equated installments commencing from the date of termination. The installments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof.
- 7.3 The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said Unit as per the terms of this Agreement.

8. FACILITY OF PARKING LOT:

8.1 The Promoter has made explicitly clear to the Allottee that for providing ample and sufficient parking lots to the Allottee/s of the Units in the said Project, the Promoter has after consulting the architect, planned and provided for various covered parking lots on parking/ Ground floor of the Building out of the said Project and has also provided open parking lots in the surrounding area of the Building, without affecting the internal traffic movements on the internal roads and passages in the said Project. The Promoter has also made clear to the Allottee that as per the independent requirements of the Allottees of the Units in the said Project, the Promoter will be granting the exclusive right to use and occupy the respective parking lots to the respective allottees without charging any consideration for the same and hence the Promoter will not be selling any parking lot/s to any allottee for consideration whatsoever. However, the grant of exclusive right to use and occupy the concerned parking lot/s, open and covered as the case may be, shall be treated and considered as additional facility provided for the concerned Unit. It is further made clear by the Promoter to the Allottee that while executing the conveyance in favour of the Society, the area under such parking lot/s, open or covered, parking floors of the building out of the said Project with the other structures for parking lot/s if any, will also be conveyed being the part of the Common areas, amenities and facilities of the said Project, subject to the exclusive rights to use and occupy the parking lots granted by the Promoter to the respective allottees. Accordingly, the parking lot/s in the said Building will also be dealt with by the Promoter and such parking lots will form the part of the independent areas and facilities of the said respective Unit. **For the sake of clarity regarding the grant of exclusive right to use and occupy the parking lot to the respective allottees, such parking plot/s will be more particularly shown in the Annexure 'I' of this Agreement.**

8.2 However, at the time of execution of the said Agreement in respect of the Unit, if any allottee specifically requests the Promoter that he does not require a parking lot then he or his legal heirs or his subsequent transferees/assigns shall not be entitled to claim any allotment of parking lot from the Promoter. It is assumed that such allottees have willingly released, relinquished their rights/benefits/interests in the parking lots to the Promoter and in the Agreement of such Allottee, in the Schedule VIII, the parking lot will be shown as NIL as requested by such Allottee. It is further informed by the Promoter to the Allottee that the Allottee shall get the above mentioned allotment of parking lot confirmed from the said Society once they are formed and registered, such grant of exclusive right is subject to final confirmation from said Society and the same shall form a part of the conveyance in favour of the said Society.

8.3 Upon Conveyance in favour of the said Society, Promoter shall handover un-allotted car parking spaces in the said Project, if any, to the said Society whereas till such time the same shall continue to remain the property of the Promoter and

shall remain in possession of the Promoter. It shall be upon the Promoter's discretion till such time to allot or use these un-allotted spaces and continue to remain with the Promoter.

9. RESPONSIBILITIES OF THE PROMOTER:

- 9.1 The Promoter shall observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned authorities and/or the local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority or authorized person, the occupation and/or completion certificates in respect of the same.
- 9.2 In case any structural defect or any other defect in workmanship, quality or provision of services in the said Unit or the said Building is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession of the said Unit as provided in this Agreement, it shall be the duty of the Promoter to rectify such defects without further charge and in the event of Promoter's failure to rectify such defects, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the said Act.
- 9.3 Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage i.e. against the guidelines, precautions, regular maintenance as per the project manual provided by the Promoter for the said building as well as for the said project to the Allottee at the time of handing over the possession of the said Unit, by the Allottee and/or his family members, servants, occupants, licensees in the said Unit or the other residents, occupants, servants, visitors in the other units in the said building or the said project. The Promoter shall not be responsible for such defects.
 - 9.3.1 The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said unit or the said building by the Allottee, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.
 - 9.3.2 Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufactures of such fittings and fixtures in this regard.

- 9.4 Provided further that the Allottee shall not carry out alternations of whatsoever nature in the said Unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

10. DECLARATION AS TO THE FSI/FAR:

The Promoter hereby declare that as on date, the Floor Space Index available in respect of the said project land is 1.5, which may increase after the required compliances by the Promoter and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Allottee all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said project land, the Promoter, has utilized any floor space index of any other land or property by way of T.D.R., floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee.

11. POSSESSION OF THE SAID UNIT:

- 11.1 Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said unit on or before 31st December 2021 with a further grace period of eight months, and shall subject to timely receipt of all payments hereunder from the Allottee. In case of possession getting delayed beyond grace period plus extension on account of provisions of clause 11.3, the Promoter shall be liable to pay simple interest calculated at the Prescribed interest rate for every month of delay, on the amounts of consideration till then received by the Promoter from the Allottee, starting from end of grace period plus extension till such time the promoter offers possession of the said unit. Promoters shall handover possession of the said unit to the Allottee, on completion of construction of the said Building. The Promoter shall be at liberty and are entitled to complete any portion/floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. The Promoter herein shall give the possession of the said unit to the Allottee on or before the committed date for fit outs and on payment of all dues payable by the Allottee to the Promoter if any in pursuance of these presents and on the Allottee fulfilling part of the agreement and the said possession shall be confirmed on receipt of the Completion Certificate issued by an architect.

11.2 The Allottee shall take possession of the said unit within (15) fifteen days of the Promoter giving first written notice to the Allottee intimating that the said unit is ready for possession. In the event the Allottee fails and/or neglects to take possession and/or fails to make all payments due and payable by Allottee as agreed under this agreement within the said period, the Allottee shall be liable to pay to Promoter compensation calculated at the rate of Rs. 10/- per sq.ft. of the total area per month or part thereof till such time the Allottee takes possession of the said unit. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the 'Date of Possession' i.e. the date of handing over possession as contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said unit shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/ liable in respect any loss or damage that may be caused to the said unit from the expiry of 15 days from Notice of Possession.

11.3 Promoter shall be entitled to reasonable extension of time beyond grace period for giving possession of the said unit on the aforesaid date, if the construction and completion of said unit or the said building in which the said unit to be situate, is delayed on account of:

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

- i) Non availability of steel, cement, other building materials, water or electric supply or labour;
- ii) War, civil commotion or act of God;
- iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- iv) Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v) Any other circumstances that may be deemed reasonable by the Authority.
- vi) Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and metes to the said building/ said unit, road NOC or completion certificate from appropriate authority.
- vii) Extension of minimum three months on each instance of delay or default in payment of dues by the Allottee/s under these presents (without

prejudice to the right of promoter to terminate this agreement under clause 7 above).

- viii) Any notice, order, rule, notification of the Government and/ or public or competent authority.
- ix) Pendency of any litigation or order of the Court.
- x) Extension of minimum four months will be granted by the Allottee in case any charges/ extra/ additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee.

11.4 The Allottee shall, from the date of taking possession of his/ her/ their said unit undertakes:

- i) Not use the same in violation of any provision of law applicable thereto;
- ii) Not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- iii) The Allottee shall not change the use of the said unit from residential to any other use and shall use the garage or parking lot only for purpose of keeping or parking vehicle and not for any other purpose.
- iv) Not cause any nuisance or annoyance to the neighbors;
- v) Not use the common areas/ amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;
- vi) Not refuse or neglect to carry out any work directed to be executed in the said building or in the said unit after he/ she/ they had taken possession thereof, by a competent authority.
- vii) Not encroach upon or make use of any portion of the said building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said unit;
- viii) Not stock or keep any material, object or any other item in the open space of compound and/ or park any vehicle in the compound;
- ix) Not restrain the promoter or their servants and agents from entering upon the said unit for inspecting the same at any reasonable hours for carrying out any construction/ repair work on any part of the said building or the said unit, including making, repairing, maintaining, cleaning and keep clean and in good conditional surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining,

repairing and testing drainage and water pipes and electric wires or similar purposes;

12. DISCLOSURES BY THE PROMOTER:

- 12.1 The Promoter has made full and true disclosure to the Allottee of the title of the Project Land as well as regarding the encumbrances, present pending litigations, claims etc. known to the Promoter, through the Title and Search Report of its Advocates and other documents related to the said project. The Promoter has also disclosed to the Allottee nature of its right, title, and interest to construct building and to develop the said Project Land. The Promoter has also given inspection of all the documents, sanctions and permissions of the said project and the said phase and handed over a set of the scanned copies of the said documents to the Allottee as required by law. The Promoter has also obtained the title certificate from its Advocate certifying the title in respect of the Project land. The Promoter has also stated the stagewise time schedule for the completion of the said phase, including the provision for civic infrastructures like water, sanitation and electricity in this Agreement.
- 12.2 The Promoter has obtained the sanction and permission of the Collector of Pune for the non-agricultural use of the layout land which includes the project land and also for the construction of various buildings/ structures out of the said project including the said building.
- 12.3 The Allotte/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee/s that:
 - 12.3.1 The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the said project, and as security for repayment of loans which may be advanced to the Promoter by the said bank, the promoter creates or causes to be created mortgages/ charges on the project land and construction thereon in favour of the said Banks.
 - 12.3.2 The title deeds relating to said project have been/ have to be deposited with the said Bank as security for repayment of loans advanced hereafter by the said bank to the Promoter under the said line of credit.
 - 12.3.3 The promoter specifically reserves its right to offer the project land/ layout land along with the construction thereon or any part thereof (save and except the said unit), as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/ financial institution, bank or other

person/ body, who has advanced or may hereafter advance credit, finance or loans to the Promote, and the Allotte/s has/have given and granted his/ her/ their/ its specific and unqualified consent and permission to the Promoter for doing the same.

- 12.4 The Allottee, agrees and undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter regarding the said Project or any phase/s thereof in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the said Building/ the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.
- 12.5 The Allottee hereby gives his irrevocable consent for revisions/ amendments of the said building and / or the layout in terms of this Agreement, as and when required by the Promoter.
- 12.6 The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the Project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the Project land or part thereof or regarding the authority/ entitlement of the Promoter to enter into this agreement.

13. COVENANTS AND UNDERTAKINGS BY THE ALLOTTEE:

The Allottee doth hereby covenant with the Promoter for the said unit, said building, said project in which the said unit is situated, as follows:

- 13.1 To maintain the said Unit at Allottee's own cost in good tenantable repair and condition from the date of possession or part completion/ completion certificate whichever is earlier and shall not do or cause to be done anything in or to the said unit or the said building or the common areas and facilities of the said Building which may be against the rules, regulations or bye, laws of the concerned local or any other authority or change/ alter or make addition in or to the said unit and/or the said building or to the common areas and facilities of the said Building. The Allottee has agreed to observe all the instructions, precautions, do's and don't's stated in the project manual, which will be handed over to the Allottee at the time of handing over the possession of the said unit and the same is available on website of promoter as stated above.
- 13.2 Not to store in/ outside the said unit/ said building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the said building or storing of

which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the Building in which the said Unit is situated or to the said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 13.3 To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter, provided if such repairs are not carried out by the Allottee strictly as per the provisions of Project Manual and/or without the written consent and the supervision of the Promoter the defect liability shall stands void. Allottee shall not do or cause to be done anything contrary to the rules and regulations and bye, laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned authority and/ or other public authority.
- 13.4 Not to demolish or cause to be demolished and not to make any time or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, or in or to be the said Building in which said Unit is situated and not make any alteration in the elevation and outside colour scheme of the Building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the said building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or R.C.C. or other structural members in the said unit without the prior written permission of the Promoter and/ or the said Society as the case may be.
- 13.5 Not to do or to be done any act or thing which may render void or voidable any insurance of the said project land and the said building or any part thereof or whereby any increase in premium shall become in respect of the insurance.
- 13.6 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 building or the said project.
- 13.7 Pay to the Promoter within seven days on demand from the Promoter, share of security deposit/ payment against the services provided by the concerned local authority or the Government for giving water, electricity or any other service connection to the said building in which the said unit is situated.
- 13.8 To bear and pay the local taxes, N.A. taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said unit and also any additional increased taxes, insurance etc. which are imposed

by the concerned local authority and/or the Government and/or other public authority on the said unit by the Allottee viz. user for any purposes other than as sanctioned by the local authorities.

- 13.9 The Allottee shall not let, sublet, transfer and assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the said unit until entire amounts payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had been guilty of breach of or non, observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.
- 13.10 The Allottee shall not make any change whatsoever which would cause any change to the external façade of the said building including but not limited to making any change or to alter the windows and/or grills provided by the Promoter. The Allottee shall not close their balconies with Aluminium sliding windows and/or mild steel grills at any point of time. In case the Allottee carries out any work of enclosing the balconies in any manner whatsoever including putting an awning, then the Promoter and/or the ultimate organization of unit Allottees as the case may be, shall have an absolute right to remove the same at the costs, expenses, risks and responsibility of the Allottee. In case the Allottee requires an additional safety door, the same shall be put up by the Promoter at additional costs, it is specifically agreed that the Allottee shall not have any right to put up safety door on his own account. The Allottee shall not be entitled to put up outdoor air conditioning machines/ units other than the pre determined places for said unit.
- 13.11 The Allottee shall not put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extened grills and such other openings as to give unpleasant sight from outside and/or to damage/ spoil wall paint.
- 13.12 The Allottee/s shall observe and perform all the rules and regulations which the member Societies / Federal society may adopt at its inception and the addition, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the said unit and 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit and shall pay and contribute regularly and punctually towards the taxes , expenses and other outgoings in accordance with the terms and conditions of this agreement.
- 13.13 Till final conveyance of the structure of the said building in favour of said society is executed and registered, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable

times to enter into and upon the said unit and the said building or any part thereof to view and examine the state and conditions thereof.

- 13.14 Not to obstruct the development work of the said building or the other buildings that are to be constructed by the promoter on the said project land for any reasons and in any way until final conveyance in favour of federal society is executed by the Promoter.
- 13.15 The Allottee shall use the said unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, the Allottee or Occupier of the said unit shall not use the same as and for Massage Centre, Gambling House, Classes, Hostel, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.
- 13.16 The Allottee shall use the parking lot/s only for the purpose for keeping or parking the Allottee's own two or four wheeler light motor vehicle. The Allottee shall not be entitled to park heavy vehicles such as trucks, bull dozers, buses, tractors, etc. inside the said project or on the parking lot/s and further that the Allottee shall not be entitled to park any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking two/four wheeler vehicle and further none of the occupants/ residents will be entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the ultimate organization and thereafter from the managing committee of such ultimate organization.
- 13.17 The Allottee shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said unit or under this agreement until and unless the Allottee has paid to the Promoter the entire consideration payable hereunder and also all other monetary dues payable hereunder.
- 13.18 The Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society as well as the said federal society and shall pay to the said society regularly and punctually, the maintenance charges and also any other charge/ contributions etcetera as stated and provided herein relating to the covenants of the Allottee about the maintenance charges or determined by the said society from time to time. In case of default in such payment on part of the Allottee, the said Society shall be entitled to take necessary action on the Allottee as per law and as per the bye-laws of the said Society and further charge interest on delayed payments as per clause 17.5.
- 13.19 The Allottee shall not enclose, cover, fence or otherwise chain the parking lot/s.

- 13.20 The Allottee has read and understood all the terms and conditions of the Development Agreement and other agreements documents/ indemnity bonds/ undertaking etc. executed by and between the Promoter and Consenting Party/ Collector/ Corporation or any other person/ authority, etc. and the Allottee agrees that this agreement shall always be subject to the said terms, which shall be binding on him.
- 13.21 The independent rights granted by the Promoter to the Allottee along with the said unit shall always be subject to the right of the said society or federal society and its agents to have an access for limited purpose of maintenance and repairs of the common areas amenities and facilities and/or the common areas amenities and facilities. The Allottee shall not obstruct the said society or federal society for having such access for maintenance and repairs.
- 13.22 The amounts of Maintenance deposits and outgoings payable by different Allottees have been fixed provisionally by the Promoter and the Unit Allottee/s shall be bounded by the same. The Promoter shall be entitled to use the same for the maintenance of the building, payment of taxes fees and outgoings and other costs fees expenses in relation to the said Building and the Project Land. After the execution of conveyance or assignment in favour of the society, the society may revise and re-fix the amounts payable for the said unit for the period after the date of the conveyance or assignment. If the amount of monthly contribution fixed by the Promoter is found to be short, the Allottee shall pay to the Promoter such revised amount as may be fixed by the Promoter. In the event of a dispute, the Allottee will not stop payment of the amount pending resolution of the dispute.
- 13.23 The Allottee shall become a member of a Member Society as per terms of this agreement, and execute any necessary documents and papers in relation to the same;
- 13.24 The structure of the building and the unit within the building will not be altered by the Allottee without the prior written consent of the Promoter;
- 13.25 The Allottee will be bound by the common layout sanctioned by the Pune Metropolitan Regional Development Authority and will not make any changes thereto;
- 13.26 The Allottee will be entitled to only the said Unit and will have no right, title or interest to the Common amenities and facilities of the said project or any proportionate interest in any development potential;
- 13.27 The development of the said project is subject to the Intimation of Approval/ Intimation of Disapproval, Commencement Certificate and other approvals required to be obtained from regulatory authorities;

13.28 With a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", the Promoter proposes to implement recommendations of the Indian Green Building Council, the Promoter recommends to the Allottee and Allottee agrees to follow herein that:

- (a) The Allottee should install an energy efficient lighting so as to minimize the lighting power density in the said unit -- for this purpose the Allottee may refer to the "Green Building Manual" of the Indian Green Building Council for their lighting layout and list of efficient fittings.
- (b) The Allottee shall use energy efficient electrical equipment such as five star rated Air condition, refrigerators in the said unit -- it is recommended that the Allottee shall refer to the Green Building Manual for a recommended list of such equipment.
- (c) Not to change the plumbing, fittings and fixtures provided by the Promoters in the said unit and, in case they are changed, the Allottee shall ensure that new fittings and fixtures do not exceed the existing flush and flow rates.
- (d) The Allottee shall make arrangement for collection of organic, inorganic and E-waste and to hand over the same separately to the Maintenance Agency appointed by the Promoter. It is suggested that the Allottee should refer to the said Green Building Manual for the E-Waste Disposal Plan.
- (e) That the Allottee shall ensure that while carrying out the work of interior decoration in the said unit, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content. The Allottee may refer to the said Green Building Manual for a list of such material.
- (f) That the Allottee shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior/ exterior/ additions/ modifications work - here again, the Allottee may refer to the Green Building Manual for a list of such material.
- (g) That Bio-degradable materials should be used in carrying out such interior work / finishing.
- (h) It is clearly agreed that the said project is no honking zone and the Allottee shall not use fire crackers and shall not smoke in the public areas, common areas, amenities and facilities of said Project and the common areas, amenities and facilities of the said building.
- (i) To maintain a healthy micro climate for all natural species, local species of trees/ herbs/ plants shall be planted and use of foreign species shall not be allowed.

- 13.29 The Allottee hereby undertakes, that upon obtaining occupation/ completion certificate in respect of the said unit, the Allottee in his individual capacity and as the member of the proposed society shall ensure "maintenance of all Pollution Control Equipments" and functioning of Environment Monitoring Cell as per the prescribed guidelines of Environment Department, Government of Maharashtra.

14. SPECIFIC CONSENT BY THE ALLOTTEE:

- 14.1 The Promoter has explained to the Allottee and the Allottee has well understood the vision and planning of the Promoter regarding the said project. The Allottee is also aware that the common amenities, facilities of the Said Project agreed to be provided are common for the said Project "**The Riverside**". The Allottee does hereby gives his irrevocable consent for carrying out such alteration, modifications, in the layout as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority.
- 14.2 The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the Project land for the construction of any building or phase or part thereof in the said Project. The Allottee hereby gives his specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the Project land for carrying out any permissible construction in the said Project.
- 14.3 The Promoter has specifically disclosed the Allottee that the said Building in which the said unit is situated, has been sanctioned by the local authorities and for such sanction, the Promoter has utilized the FSI in respect of the Project land, which was immediately available and permissible. However, in the process of construction of the said Building, the Promoter, in order to get maximum benefits of the various types of permissible FSI and/or various types of permissible spaces being part of the unit, which can be constructed by paying premium to the local authority, the Promoter may be required to revise, alter the FSI utilized for the said unit without affecting adversely, the plan, design, location, or carpet area of the said unit hereby agreed to be sold. The Allottee has understood the said requirement of the Promoter and has given his irrevocable and unconditional consent for the same, subject to condition that the plan, design, location, or carpet area of the said unit should not be adversely affected, in any manner, whatsoever.
- 14.4 It is specifically agreed by the Allottee that if such consent is formally and in writing required by the Promoter for maximum exploitation of the Project land

and for utilizing entire development potentiality of the Project land, as well as for getting maximum benefits out of the same then in that event the Allottee shall not withhold or refuse such consent/ permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

- 14.5 If any portion of the project land adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned authorities may pay the compensation in the form of additional FSI for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI on the project land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building or extension of any of the building/s in the said project. The Allottee has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the said Project. The Promoter shall be absolutely entitled to sell/ convey/ transfer the units constructed out of such compensatory FSI to any intending Allottee of its choice for consideration, who will be admitted as the member of the concern society out of the member societies without payment of any premium or transfer fees to the concerned society. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the society.
- 14.6 In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said Project.
- 14.7 In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI/ FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/ phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/ FAR by way of construction of new building or extension of any of the existing buildings.

15. AUTHORIZATION BY THE ALLOTTEE:

- 15.1 The Allottee hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee to execute any document, letter etc. thereby permitting the Promoter to add/ amalgamate the additional lands in the layout land, to utilize balance or additional FSI in respect of the project land and for the said purpose to revise the layout and Building plans of the said project or any Building from time to time, to avail of any benefits, to obtain FSI for open/ amenities space and get the building plan for open/ amenity space sanctioned, to give consent for mortgage of the project land or part/s thereof by

the Promoter, to give consent to the draft of bye laws of the said society, to register the required documents for the said purpose, and generally to do all acts, deeds and things by signature or otherwise for carrying out the said project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the said project.

- 15.2 The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the project land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/ authority is required from the said Allottee/ member societies/ federal society for this purpose. In the event of Promoter revising the layout with or without addition of land to overall layout land Allottee gives his irrevocable consent for such revision and overall addition or reduction to Project Land, amenity space, open space areas and change of location for Project Land, amenity space, open space.
- 15.3 The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/ acts in all the departments of the local / competent authority, PMRDA, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEB Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottee herein.
- 15.4 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the top terrace of the said building or in the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding on the top terrace of the said building and in the common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

16. MAINTENANCE CHARGES:

- 16.1 Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession, the Allottee shall make

payment of Rs. _____. (Rupees _____ only) towards non interest bearing maintenance deposit / corpus before taking possession of the said unit to the Promoter.

- 16.2 In the event Allottee fails and/ or neglect to pay the maintenance charges the Allottee shall be liable to pay interest @24% on the unpaid amount and the promoter/ said society shall be entitled to recover the said amount from the Allottee. It is specifically agreed by the Allottee that the promoter 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 and / or towards society formation charges and share application fees toward such society formation. It is specifically agreed by Allottee that he in his individual capacity or as member of Member Society/ Federal society agrees that such monthly maintenance contribution is payable by him and all other Allottees towards their respective units save and except by promoter for his unsold units.
- 16.3 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 building; (iii) salaries of human resources, where as other common expenses like land revenue, electricity bills, water charges and water taxes 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 Building 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 to Promoter or said society as the case may be.
- 16.4 The Allottee shall not withhold any payments of the amounts due and payable to the PMA or Promoter or the said society as the case may be under this clause on any ground whatsoever. In case the Allottee commits any default in payment of the maintenance charges payable to the PMA or Promoter or to the said society, the promoter or the said society as the case may be shall have first charge over the said unit, and such charge shall move with the said unit and shall be binding on all subsequent transferees of the Allottee. The Promoter or the said society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the said society shall be entitled to get the said unit attached to recover the said arrears as per sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Allottee, the PMA and/or the Promoter and/or the said society shall be entitled to withhold supply of any all of the utilities such as internet connections, cable connections, cooking gas connections, uninterrupted water supply etcetera of the Allottee until entire amount due are duly paid by the him to the Promoter and/or the said society as the case may be, with interest thereon. Where amounts are payable by the Allottee to the Promoter and the same are outstanding/ are remained to be paid then the developer may in its sole discretion adjust the amounts payable

from and out of the corpus deposit as aforesaid and the Allottee agrees not to raise any objection thereto.

- 16.5 All the societies in the said project including the said society shall pay their respective contribution out of the maintenance charges received from the unit Allottees, to the PMA, for maintenance of common areas, amenities and facilities. The said society shall not be entitled to withhold payment of its said contribution to the PMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the said society, the said PMA shall be entitled to take actions against the said society as detailed under this agreement.
- 16.6 As per the policy of Deed of Conveyances to be executed in favour of the said Society, all the common amenities and facilities of the said Project and the parking lots in the said Project, consisting of various amenities and facilities requiring major maintenance costs, are required to be conveyed to the said society. Hence, upon the execution and registration of the final conveyance in favour of the said society as provided herein, Promoter shall transfer the balance maintenance deposit/ corpus collected from the Allottee to the society, without any interest.

17. CONVENANTS FOR TRANSFER/ SALE OF THE SAID UNIT BY THE ALLOTTEE:

- 17.1 The Allottee shall be entitled to sell the said unit to any person of his choice, during construction stage of the said unit and the Promoter on prior written request in prescribed form, will issue in his favor necessary No Objection Certificate to that effect and shall also co-operate with the Allottee in that regard, provided, (i) the Allottee is not selling the said Unit in favour of an existing Unit holder of the said Building (the Allottee is not entitled to sell the said Unit in favour of any existing Unit/Flat Holder of the said Building) (ii) the Allottee makes timely payment of the consideration amount and pays entire consideration amount to the Promoter before selling the said unit; (iii) the subsequent Allottee of the said unit absolutely consents to abide by all the terms and conditions of this Agreement.
- 17.2 If the Allottee after formation of the said society but before execution and registration of the conveyance intends to assign his rights in respect of the said unit, he shall take No Objection from the said Society and the Promoter.
- 17.3 If the Allottee after the execution and registration of the conveyance in favour of the said society intends to assign his rights in respect of the said unit, he shall take No Objection only of the said society by complying with necessary legal formalities.
- 17.4 If the Allottee assigns, transfers his rights in respect of the said unit to any transferee/ assignee then, the terms, conditions, covenants, specific consents, authorizations of this Agreement shall be ipso facto binding on his transferee/

assignee. The Allottee shall ensure a clause to this effect in the Agreement/ Deeds/ Documents for transfer/ assignment, which will be executed by him in favour of the Transferee/ Assignee.

18. RIGHTS OF THE PROMOTER:

The parties hereto agrees that the Promoter, under this agreement shall be entitled to following rights:

- i) The Promoter shall be entitled to put hoarding/ boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl and Sun Boards on the Land and/or the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/ board sites.
- ii) In the event of grant of additional FSI/ FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI/ FAR, purchase of paid FSI/FAR by the Promoter, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/ phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings and when such FSI is granted, the Promoter shall be entitled to use the same on the project land either by way of construction of new building or extension of the building or adding floor/s on the existing buildings and when such FSI is granted, the Promoter shall be entitled to use the same on the project land either by way of construction of new building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of layout land as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from the local/ Competent authority and construct the additional units permitted by local/ Competent authority and to allot/ sell them to the intending Allottees thereof. The Allottee shall have no objection for the said new allottees to be admitted as members of the said society.
- iii) The Promoter shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form / by any means including F.S.I. against handover of amenity space and R. P. road/ D.P. road, internal road etc. on the project/ layout land by floating the same and/or in the said project as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said building which are presently permitted. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the layout / building plans,

get them sanctioned from the competent authority, construct the additional buildings/ floors/ units permitted by the competent authority and to allot/ sell them to intending persons. The Allottee shall have no objection for the said new allottees to be admitted as members of member society. The association shall get the new transferees admitted as its members. Notwithstanding anything contained in this agreement to the contrary the promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/ areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the structure of building. The Promoter shall also be entitled to transfer or assign the said right to any other person and the same shall be conveyed subject to the said right.

- iv) The Promoter owns certain lands adjoining to the Project Land and therefore the Promoter reserves its rights to allow Unit Allottee of its other adjoining projects to use the common roads of the said Project. The existing common roads will not be restricted only for the said Project. The right of the Promoter is and shall also be applicable for all other properties adjoining and/or within the vicinity of the said Project and/or which may be amalgamated with the said Project.
- v) The Promoter shall have exclusive right to utilize the additional F.S.I. granted to it in future on the project land and the Promoter shall have also exclusive right to utilise the T.D.R. which it may receive in future, anywhere on the Project land. The Allottee shall not have or raise any objection for utilization of the said additional F.S.I. or T.D.R. as the case may be and for the sale of the same.
- vi) In the course of exercising the right of additional construction as envisaged hereunder, the Promoter shall be entitled to utilize the existing R.C.C structure, beams and columns and walls of the said building as well as the restricted common areas, amenities and facilities of the said building or the said society. The Promoter shall also have the rights to use the society amenities, all the permissible and unutilized F.S.I. available on the Project land and such other facilities like water, electricity, access/ roads, sewage and drainage lines and other conveniences in the project land or the said Building for carrying out further development and construction.
- vii) The Promoter shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the unit/s in the said building, locations of the said Project Amenities, other buildings out of the said project and that of utilities etcetera, as well as to increase or decrease the total number of units in the said building. The Allottee hereby grants his irrevocable consent for such change/ modification/ alteration of layout and/or building plans or the use of units, or the total number of units at the absolute discretion of the Promoter, without adversely affecting design/ area of the said unit agreed to be purchased by the Allottee.

- viii) In case the Promoter forms the said society as agreed hereinabove or before sale or disposal of some of the units in the said building, in that case the Promoter shall have the privilege and right to sell, dispose of such unsold units to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee / the said society. The units in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this agreement, shall also be treated as unsold units for the purpose of this clause. Such new Allottees shall be given membership of the said society and the same shall be given without asking for any other consideration/fee. The Allottee as well as the said society shall extend all co-operations to the Promoter and the new Allottee in this regard.
- ix) The Promoter shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Allottee as per prevailing laws, rules, regulations, notifications, bye laws etcetera.
- x) In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station/ transformer/ building, gas bank machinery, plants, buildings, etcetera, the Promoter 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 Promoter deems fit and / or as per requirement of such utility/ service provider or as per applicable law/ rules/ regulations.
- xi) The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said project land and / or under this agreement or in the said building being constructed on the Project Land, provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said unit.
- xii) If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- xiii) All the common areas amenities and facilities of the said project and the common areas amenities and facilities of the respective Building of the said project shall remain under the charge and control of the Promoter till the Promoter formally hands over the charge and control thereof to the society.
- xiv) The Promoter is also planning to undertake development of some other project/s near or around the said project and the Promoter shall be entitled to provide / grant easement rights of the internal roads of the layout or the said project for such additional projects to be undertaken by the Promoter. In such case the Allottee or the said society shall not be entitled to raise any obstruction or objection for the same.

19. FORMATION OF SOCIETY:

- 19.1 Upon 51% of the total number of units/ premises in the Real Estate Project being booked by the Allottee, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other Allottees of units/ premises in the said phase/ building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with RERA and the RERA Rules.
- 19.2 Within a period of 3 months of obtainment of the Occupation Certificate of the last Real Estate Project within the Project Land, the Promoter shall submit application/s to the competent authorities to form society, under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules made there under, read with Act and the Rules.
- 19.3 The Promoter has also planned and decided that the society will be conveyed the structure of the Building consisting of the residential unit. Accordingly the structure of the said Building along with all the common areas, amenities and facilities of the said Building will be conveyed to the said society as provided hereunder. Upon such conveyance or upon the Promoter handing over the charge and control over the common areas, amenities and facilities of the said Building, whichever is earlier, to the society, the society shall be responsible for the management and maintenance of the common areas, amenities and facilities of the respective building.
- 19.4 The Allottee shall join in forming and registering the said society and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the said society including the bye laws of the proposed societies and duly fill in, sign and return to the Promoter within fifteen days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the said society of the Allottees of the Units in the said Building including the Allottee herein being a society as per the provisions of the local laws, failing/ or neglecting to sign the necessary papers or not giving cooperation or assistance required by the Promoter, the Promoter shall not be liable for any delay in the formation of the society, as the case may be and if the defaulter neglects or any of the Allottee continues for a period of two months, then the Promoter shall be relieved of their obligation to form the said society, which shall thereafter be formed only by all the unit Allottees in the said building.
- 19.5 The Promoter shall be entitled to frame/ amend the bye laws, rules etc. of the said society as per the terms of this agreement and also with a view to maintain the vision and policies of the Promoter in respect of the implementation and establishment of the said Project as stated herein. The Allottee shall not be entitled to raise any objection, whatsoever, regarding the same, since the

Allottee has given its specific consent to the Promoter for carrying out and completing the said Project as per the terms of this agreement.

19.6 19.8 The society which will be formed and registered in respect of any building out of the said project shall be known and called as "_____". {1, or 2, or 3 or the name of the building as the case may be} CO-OPERATIVE HOUSING SOCIETY LTD', subject to approval of the concerned authorities. The Promoter shall also have liberty to decide any other name for the member societies including the said society.

19.7 The Allottee agrees and undertakes from time to time to sign and execute the application for the formation and registration of the said society for the said building and the federal society as aforesaid.

20. CONVEYANCES IN FAVOUR OF SAID SOCIETY:

20.1 The Promoter shall execute and register conveyance in favour of said society within a period of 1 year from the date of registration of the said society or from the date of possession of all the units within the respective buildings to their respective Allottee whichever is later.

20.2 All the proportionate expenses and charges such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, relating to the deed of conveyance in favour of the said society as provided above shall be borne and paid by the Allottee. So also all the proportionate expenses and charges relating to the deed of conveyance in favour of the federal society as provided hereinabove, such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, shall be borne and paid by all the Allottees of units in the said project.

21. NO GRANT TILL CONVEYANCE:

Nothing contained in this agreement is intended to be nor the same shall be construed as a grant, demise or assignment in law of the said unit or project land or the said building or part thereof. The Allottee shall have no claim, save and except in respect of the said unit hereby agreed to be sold to him. It is agreed by the Allottee that all the common amenities, areas and facilities of the said project including the project land and the common areas amenities and facilities of the said building including the Project Land shall remain the property of the Promoter, until the same are transferred/ conveyed to the society and as provided in this agreement and till then the effective charge and control of the said Project including the common areas amenities and facilities thereof as well as the common areas amenities and facilities of the respective building shall remain with promoter, unless the same is formally and legally handed over by the promoter to the federal society or to the respective member societies.

22. THE NAME OF THE SAID PROJECT AND THE MEMBER SOCIETIES THEREOF:

The Promoter has named the said project as '**The Riverside**'. The society shall also be named accordingly as provided hereinabove. The said name has been specifically selected by the Promoter considering the features and location of the said project and the Allottees, said society and other member societies shall never change or alter the same for any reason whatsoever.

23. INSURANCE BY THE PROMOTER:

The Promoter is required under the Act to have the title of the land and building of Real Estate Project insured by an insurance company. The Allottee is aware and acknowledges that his being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/ policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law. Whereas Promoter has insured/ will be insuring construction of the said phase and copy of such insurance will be available with Promoter's office for inspection by the Allottee.

24. FORBEARANCE BY PROMOTER NOT TO BE CONSTRUED AS WAIVER:

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/ said society/ federal society by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

25. NOTICES:

All notices to be served on the Allottee as contemplated by this agreement shall deemed to have been duly served if sent to the Allottee by Courier/ Registered Post/ email at his address specified in the tile of this agreement or at the address intimated in writing by the Allottee after execution of this agreement or by electronic mail at the email address of the Allottee.

26. STAMP DUTY, REGISTRATION FEES AND EXPENSES:

26.1 At the time of execution and registration of this agreement for sale, the Allottee shall pay to the Promoter, the stamp duty and registration charges applicable and payable. It is and shall be the sole responsibility of the Allottee alone to pay the requisite amount of stamp duty and registration fees for the said unit. If the Allottee is entitled to exemption or concession for payment of stamp duty, he shall independently approach the stamp authority and shall claim the same and Promoter shall co-operative with the Allottee in that behalf. The Allottee shall

present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the other parties hereto shall attend such office and admit execution thereof.

26.2 All the expenses relating to conveyance, such as stamp duty, registration fees and other incidental expenses shall be borne and paid exclusively by the concerned Allottees of units covered in the conveyance.

27. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016:

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

28. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

29. 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/ building, as the case may be.

30. RIGHT TO AMEND:

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

31. SEVERABILITY:

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

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

34. JOINT ALLOTTEES:

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

35. WAIVER:

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee nor shall the same in any manner prejudice any of the Promoter's rights hereunder or otherwise under law.

36. JURISDICTION IN CASE OF ANY DISPUTE:

36.1 In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties

herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the "Notice of Dispute"). The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute.

- 36.2 This Agreement shall always be governed and interpreted by and construed in accordance with the laws of India. The Courts at Pune alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

37. DECLARATION BY PARTIES:

- 37.1 It is hereby confirmed and understood by the parties that furniture lay out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, web site and other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.
- 37.2 The parties hereto have carefully read and understood all the contents of this Agreement with all the Schedules and Annexure hereof alongwith all other relevant information furnished by the Promoter and also got the same understood in their vernacular language, obtained independent legal opinion and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.
- 37.3 This Agreement expresses the complete understanding and concluded terms and conditions agrees by and between the parties with respect to the said unit and supersedes all prior offers, proposals, cost sheets, representations, communications and understanding arrived at by and between the Promoter and the Allottee.
- 37.4 The titles and headings given for the clauses in this agreement are for convenience only and the same shall not be considered a part of or affect the construction or interpretation of any provision or term or condition of this agreement.

Schedule - I Description of 'the project land'

All that piece and parcel of land bearing Parde Nos. 9 and 10, admeasuring 3600 square meters situate at village Bhugaon, TalukaMulshi, District Pune, within the jurisdiction of the Sub Registrar Mulshi and _____, bounded as under:

On or towards East : _____

On or towards South : _____
On or towards West : _____
On or towards North : _____

Schedule - II
Description of 'the said unit'

A.	Name of the Project	
B.	Location	Project Land described in the Schedule-I above, situated at Village Bhugaon, TalukaMulshi, District Pune
C.	Building No.	_____
D.	Unit No.	_____
E.	Floor	_____
F.	Carpet Area of the Unit	_____ Sq.Mtrs. i.e. _____ Sq.Ft.
G.	Area of enclosed balcony	_____ Sq.Mtrs. i.e. _____ Sq.Ft.
H.	Area of dry balcony	_____ Sq.Mtrs. i.e. _____ Sq.Ft.
I.	Area of the adjacent terrace/ terrace	_____ Sq.Mtrs. i.e. _____ Sq.Ft.
J.	Proportionate area of the unit in the common areas, amenities and facilities of the said building	_____ Sq.Mtrs. i.e. _____ Sq.Ft.

The said unit is bounded as follows:
On or towards East : _____
On or towards South : _____
On or towards West : _____
On or towards North : _____

The said unit is more particularly shown and delineated in red line on the floor plan annexed hereto as Annexure 'C'.

Schedule - III
Description of 'Common areas, amenities and facilities of the said project'

Particulars of area/ amenity/ facility	Location	Date of completion
Water Treatment Plant		
Sewage Treatment Plant		
Solid Waste Management Plant		
Main Entrance Gate		
Nest Park		
River Promenade		
Walking Track		
Cycling Tack		
Children Play Zone		
Toddler Play Area		
Water Tank for Fire Fighting		

Internal Road		
Water and Electrical distribution network		
Street lights for Internal Roads		

Schedule - IV
Description of Common Areas and Facilities of the said building

Staircase
Lobbies and Passages
Lifts
Building Top Terrace
Electricity meter/s for common areas and facilities
Garbage collection system
Fire fighting equipments
Electric and water distribution network within the said building
Building Top Water Tank

Schedule –V

External Development Works:

Schedule VI

Specifications of the Unit Fixtures and Fittings

Sr. No.	Fixtures	Fittings

Schedule VII
Description of 'Payment Schedule'

Sr.No.	Amount in Rs.	Due Date for Payment
1.	_____	Paid on or before the execution of this Agreement as stated hereunder.
2.	_____	Within 7 days from the commencement of the work of plinth of the said building.
3.	_____	Within 7 days from the commencement of the 1st RCC slab of the said building.
4.	_____	Within 7 days from the commencement of the 3rd RCC slab of the said building.
5.	_____	Within 7 days from the commencement of the 5th RCC slab of the said building.
6.	_____	Within 7 days from the commencement of the 7th RCC slab of the said building.

7.	_____	Within 7 days from the commencement of the 9th RCC slab of the said building.
8.	_____	Within 7 days from the commencement of the brickwork of the said unit.
9.	_____	Within 7 days from the commencement of the flooring work of the said unit.
10.	_____	At the time of Promoter intimating Allottee about readiness of the said unit i.e. intimation of handing over the possession of the said unit to the Allottee.
	_____	Total (Rs. _____ only)

Schedule - VIII
Description of independent areas and facilities for the said unit

Particulars of area/ facility	Location	Identification code
Parking Lot/s	_____	_____
Service Duct	_____	NA

ANNEXURES

- A Authenticated copy of layout/permission approved/granted by Town Planning
- B Authenticated copy of NA order dated October 24, 2018.
- C Floor plans of the said unit
- D Copy of title certificate issued by the lawyer of the Promoter.
- E 7/12 extracts pertaining to the Project Land.
- F General specifications and amenities for construction.
- H Building Plans
- I Copy of plan for parking lots.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT FOR SALE ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

Names and Signature	Photo	Thumb Impression
Mr. Partners of PROMOTER		
1) 2) 3) ALLOTTEE		

Witnesses:

1.

2.