

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS _____ DAY, THE ____ DAY OF _____ IN THE YEAR TWO THOUSAND AND

BETWEEN

M/S RAVETKAR BUILDERS AND DEVELOPERS.

A Proprietary Firm, having its principal place of business at: CTS no. 40/23, Bhonde Colony, Near Prime Furnishings, Erandwane, Pune – 411 004

Through its sole proprietor:

MR. AMOL AJIT RAVETKAR.

Age: 42 Years, Occupation: Business

PAN NO.: AGTPR5446G

HEREINAFTER referred to as the PROMOTER.

(Which expression shall unless it is repugnant to the context or meaning thereof, mean and include its partners, their heirs, executors, administrators and assignees etc.)

..... PARTY OF THE FIRST PART.

MR. _____

AGE: _____ YEARS, OCCUPATION: _____

PAN NO.: _____

AND

MRS. _____

AGE: _____ YEARS, OCCUPATION: _____

PAN NO.: _____

Both residing at _____

HEREINAFTER referred to as "THE ALLOTTEE".

(Which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and assignees etc.)

..... PARTY OF THE SECOND PART.

AND

M/S. SHRI OM CO-OPERATIVE HOUSING SOCIETY LTD.,

A Society registered under the Maharashtra Co-operative Societies Act, 1960, having registration no. PNA/ PNA-1/HSG/(TC)/ 5240/ 2000 - 2001 DATED 9.03.2001 and, having registered office at S No 26, Plot No 95, CTS No 595, Lane No 5, Dahanukar Colony, Kothrud, Pune - 411038

Through its Power of Attorney Holder:

MR.AMOL AJIT RAVETKAR

Age: 42 Years, Occupation: Business.

Hereinafter referred to as “The Society / Owner / Consenting Party”

(which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its all office bearers, members, liquidators, administrators, managers, officers, successors, etc.)

..... PARTY OF THE THIRD PART

AND WHEREAS all that piece and parcel of land or ground being Plot No. 95 out of Survey No. 26, CTS No 595, Lane No 5, Dahanukar Colony, admeasuring an area of 8019.18 sq.ft. i.e. 745 sq. mtrs. as per 7/12 Extract, 7287.23 sq.ft. i.e. 677.00 sq. mtrs. as per PRC Extract, 7391.31 sq.ft. i.e. 686.67 sq. mtrs. as per Site Demarcation, situated at Kothrud, Pune City, Pune, District Pune, within the limits of Pune Municipal Corporation, which property is more particularly described in Schedule written hereunder, herein after called and referred to as the “said land / Plot” was developed by M/s. Vimtechs Engineers & Developers, through its Partner Shri. Sachanand Kishanchand Galani.

AND WHEREAS, the said Developers, M/s. Vimtechs Engineers & Developers, through its Partner Shri. Sachanand Kishanchand Galani got approved the necessary building plans in respect of the building to be constructed over the said Plot No 95, CTS No 595 from Pune Municipal Corporation vide its No. 3655 dated 10.12.1992.

AND WHEREAS, the said Developer M/s. Vimtechs Engineers & Builders entered into the various agreements with intending flat purchasers, in the building on the said property.

AND WHEREAS, the said Developer M/s. Vimtechs Engineers & Builders completed the said building as per the plans sanctioned by the local authority and also obtained the necessary building Completion Certificate No. 1031 dated 21.05.1993.

AND WHEREAS, all the flat purchasers in the said building formed and registered a Co-operative Housing Society under the name and style of “SHRI OM CO-OPERATIVE HOUSING SOCIETY” vide its Regn No. PNA/ PNA-1/HSG/(TC)/ 5240/ 2000 - 2001 DATED 9.03.2001.

AND WHEREAS, M/s. Vimtechs Engineers & Developers, through its Partner Shri. Sachanand Kishanchand Galani as the absolute owner / vendor / developer of the said property, executed the “SALE DEED” transferring the Right , Title and Interest in the said property bearing Plot No 95, CTS No 595, S No 26, Lane No 5, Dahanukar Colony, admeasuring an area of 8019.18 sq.ft. i.e. 745 sq. mtrs. as per 7/12 Extract, 7287.23 sq.ft. i.e. 677.00 sq. mtrs. as per PRC Extract, 7391.31 sq.ft. i.e. 686.67 sq. mtrs. as per Site Demarcation , and the building constructed there upon, in favour of the said SHRI OM CO-OP. HOUSING SOCIETY LTD., which was duly registered at the office of the Sub-Registrar Haveli No. 10, Pune, on 23.09.2009, at Sr. No. 7041/2009, whereby the said society became absolute owner of the Land admeasuring about an area of 8019.18 sq.ft. i.e.

745 sq. mtrs. as per 7/12 Extract, 7287.23 sq.ft. i.e. 677.00 sq. mtrs. as per PRC Extract, 7391.31 sq.ft. i.e. 686.67 sq. mtrs. as per Site Demarcation, City Pune. The Index II/ Property Card / 7 -12 with the plan are hereto annexed and marked as Annexure – A.

AND WHEREAS, there are 14 members of the Society, who are allotted 14 flats in the existing buildings constructed in the year 1993 on the said Plot. The particulars of the said flats with Usable Carpet Area of the flats occupied by each of the 14 members in the said buildings are given in Annexure – C. The aggregate existing Usable Carpet Area of each of the existing flats which are occupied by 14 Flats, in the said buildings is of approximately total consumed Usable Carpet Area in Total is 7541 Sq Ft i.e. 700.57 Sq Mtrs.

AND WHEREAS, the building and the flats had become old and requires heavy repairs and also the area of each flat is small and there is potentiality of getting the flats of more area to the existing members, by redevelopment of the entire plot / land by demolishing the structure and also by redeveloping the said land by getting plan sanctioned for availing additional FSI and also TDR, however, the owner and the members do not have the requisite knowledge, know-how and funds required for such redevelopment of the said land and hence, the Owner society and the members, i.e. the parties of the first part, second part and third part decided to assign and grant the development rights of the said land to the Developer the party of the Third Part .

AND WHEREAS, it was decided to utilize entire FSI / FAR area of the said land and allow the developer to obtain and consume additional FSI / TDR / Paid FSI / Premium FSI, which may be permissible and allowable as per the rules and regulations of PMC and consume the same on the said land so as to provide 14 flats (as requested and requirements of the existing members) to the existing 14 members, in proportion to the area, they have currently in possession (existing Usable Carpet Area in possession) free of cost and then remaining newly constructed flats / area to be sold / transferred by the Developer of the Third Part to the various purchasers who would be accepted and admitted as members of the owner society.

AND WHEREAS, at the Extra Ordinary General Body Meeting of the Society held on DT. 23.08.2015 the issues of the condition of the Society's said building were discussed at length and the Members were of the opinion that existing building/structure should be demolished and new building should be constructed thereon. However, since the members had neither the finance nor the expertise to carry out such work, it was decided that the task to carry out such demolition and constructing flats for the Members should be entrusted to professional Developer who could carry out development work free of costs for the members and the Society and, construct for the members new flats free of costs with an additional area as agreed upon. In return for the same, the Developer could be granted the right to use entire balance and additional FSI / FAR of the said land and to bring in and utilize TDR/FSI, consume additional FSI / TDR / Paid FSI / Premium FSI as may be permissible according to rules and regulations of PMC and sell / transfer the flats other than those earmarked for the Members and appropriate the sale proceeds / consideration unto Developer. The society called tenders of various developers and after scrutinizing the various tenders, accepted and

agreed to grant the rights of development of said land etc. to Developer herein. In this agreement wherever the context or meaning so requires the contents of this paragraph shall be construed as the development and/or redevelopment.

AND WHEREAS, the owners passed appropriate resolution at The Special General Body Meeting held on 23.08.2015 (a copy thereof is annexed hereto as – Annexure – C, and the Owner / Vendor society and the members i.e the parties of the first part, second part and its members hereby admit and acknowledges that the said resolution is valid and binding on all of them and the same is not repudiated or cancelled or rescinded. The above mentioned parties passed a resolution in favour of the Promoter Builder and Developer M/S. RAVETKAR BUILDER & DEVELOPERS and decided to finalize them as the Developers for this project that is on Plot No 95 (and the Building therein currently known as Shri Om Society). The Society further also issued the Developers a “Letter of Confirmation” dt. 9.09.2015 of the same date and further also executed a notarized “Memorandum of Understanding” on 16.10.2015.

AND WHEREAS, thus the society and members unanimously accepted the offer given by the developer herein approving the proposal of the Developer. In the said meeting, all the Members present approved the offer submitted by the Developer and pursuant to the Resolution passed by the Members, the Society also confirmed the granting of Development Rights of redevelopment of the said property to the Developer including rights of balance and additional FSI entitlement (available on the date of signing of this agreement and till completion of the entire project) in favor of the Developer herein, with a right to demolish the existing building / structure and to construct a new building (s) on the said land / Plot by utilizing the entire FSI / FAR of the said Land / Plot and to procure at Developer’s own cost such additional TDR / FSI, Additional Paid / Premium / Fungible FSI, that the Developer may deem fit, to consume and utilize the entire FSI / FAR of the said land plus additional TDR / Paid / Premium / Fungible FSI acquired on the said land and to construct for the Members flats in the new building equal to Usable Carpet Area of his/her existing 14 members of “SHRI OM SOCIETY” Building with existing total consumed area / retained by the existing members of 9200 Sq Ft i.e. 854.70 Sq Mtrs. area including terrace area, thus total Usable Carpet Area including terrace retained by existing members would be admeasuring about 854.70 sq. mtrs. i.e. 9200.00 Sq Ft, in addition to that the Developer to provide One Car parking slot open / covered / mechanical to each of the 14 existing flat holders /member only, who already have the same currently in their possession and the same has been retained by them, as per described in detail in Annexure C and sell / transfer the flats / tenements other than those allotted to the existing members and also provide / allot permanent stilt, open / covered car parking spaces other than those allotted to the existing members in the new building to the prospective new purchasers / transferees on pay and park basis and demand lawful and appropriate consideration for the sale proceeds / consideration payable to Developer till the completion of the building and thereafter the society will continue to allotment of such allotted parking to such new purchasers on permanent basis, without demanding any additional charges from them. The said permanent parking provided/allotted will be used for the purpose of parking of vehicles only by the existing members as well as the new purchasers/members to whom it is allotted on a permanent basis. The Developer will not utilize it

for any other purpose after the completion certificate is obtained from the PMC. The Society also approved the draft of the Power of Attorney to be executed in favour of the Developer, authorizing them to deal with the said plot to redevelop the same including dealing with public/government/semi-government/local authorities for sanction of plans, construction and completion of the new building and other necessary matters.

AND WHEREAS, the building and the flats had become old and requires heavy repairs and also the area of each flat is small and there is potentiality of getting the flats of more area to the existing members, by redevelopment of the entire plot / land by demolishing the structure and also by redeveloping the said land by getting plan sanctioned for availing additional FSI / Paid FSI / Premium FSI / Fungible FSI and also TDR, however, the owner and the members do not have the requisite knowledge, know-how and funds required for such redevelopment of the said land and hence, the Owner Society and the members, i.e. the parties of the first part and second part decided to assign and grant the entire development rights of the said land for the existing FSI as well as additional FSI/ Paid FSI / Premium FSI / Fungible FSI and also entire permissible TDR to the Developer that is, the party of the Third Part.

AND WHEREAS, it was decided to utilize entire FSI / FAR area of the said land and allow the developer to obtain and consume additional FSI / TDR, which may be permissible and allowable as per the rules and regulations of PMC and consume the same on the said land so as to provide 6 flats (as requested and requirements of the existing members) to the existing members, in proportion to the area, they have currently in possession (existing carpet area in possession) free of cost and then remaining newly constructed flats / area to be sold / transferred by the Developer of the Third Part to the various purchasers who would be accepted and admitted as members of the owner Society.

The said building was comprised of totally 6 tenements. The building and the flats had become old and required heavy repairs and hence, the Owner society, i.e. the party of the third part, along with its members, assigned and granted the development rights of the said property to the Promoter herein i.e. the party of the First Part by executing **Development Agreement** on 24/08/2018 which is duly registered in the office of Sub-Registrar, Haveli No. 23 at Serial No 13426/2018 on that date and also executed a **Power of Attorney** on that date which is duly registered in the office of Sub-Registrar, Haveli No. 23 at serial no. 13427/2018 on that date.

By the said Agreement, the owner granted exclusive development rights for redevelopment of the said property to the Promoter herein, including rights of balance and additional FSI entitlement in favor of the Developer herein and authorized it to demolish the existing building / structure and to construct a new building on the said property by utilizing the entire FSI / FAR of the said property and to procure additional TDR / FSI, to consume and utilize the entire FSI / FAR of the said property plus additional TDR acquired on the said property and to construct multi-storied building consisting of flats, to handover flats as detailed in said development agreement to the existing members and to sell / transfer the flats / tenements other than those allotted to the existing

members, provide/allot permanent stilt, open / covered car parking spaces other than those allotted to the existing members in the new building to the prospective new Allottees / transferees and demand and appropriate consideration for the sale proceeds / consideration payable to Promoter till the completion of the building and thereafter the society will continue to allotment of such allotted parking to such new Allottees on permanent basis, without demanding any additional charges from them.

Thus the promoter herein has exclusive rights to develop, to make multi-storied building, and to construct tenements/spaces, sell, transfer, assign the same on ownership basis or otherwise.

The promoter herein is desirous of making a project in the said property, under the name and style "**SHRI OM**" (hereinafter referred to as the said project / building)

The said property is already nonagricultural residential property and hence, the fresh N.A. permission is not required.

The Promoter has submitted the plan for the construction of proposed building on the said property for sanction to the Pune Municipal Corporation, Pune and said plan has been submitted for sanctioning by the Pune Municipal Corporation for the construction of the multi – storied building on the said property and the said flat is sanctioned as per **Commencement Certificate** No: **CC/2873/18 dated 15/12/2018**

The Allottee is aware of the fact that the said flat is presently part sanctioned and hereby declares that the developer has put forth all the facts in front of him/her/them and only after request of Allottee the Agreement is executed.

The Allottee accepts that a variation of 3% in the carpet of flat is acceptable to the Allottees

The Promoter has supplied to the Allottee the copies of all the documents of title of the said property, plans, designs, specifications and such other documents required by the Provisions of Maharashtra Ownership Flat Act, 1961, the Maharashtra Apartments (Ownership) Act, 1970 and the rules made there-under (hereinafter referred to as the said act/rules).

The Promoter has also supplied to the Allottee the copies of the certificate of title issued by it's advocate i.e. Advocate Shri. Shrikant Gosavi and the copies of the property card extracts, documents of his rights, the copies of the plans and specifications of the buildings, details of amenities and facilities proposed to be provided by the Promoter and all the documents by which the promoter has got the exclusive ownership and rights to develop the said property, to show the nature of title to the said property. The Promoter has supplied the Allottee the copy of the said title report and the Allottee hereby acknowledges the same. The Promoter has annexed to this agreement the title certificate of his advocate as required by said Act, and the same is marked as Annexure - I.

The Allottee states and declares that he / she / they has/have before the execution of these presents independently scrutinized all the documents of title of the said property and rights of the Promoter to develop said property with the help of his Advocate and has completely satisfied himself in respect of the rights and title of the owners and the rights of the promoter to the said land / property,

the rights of the promoter to construct project thereon and to sell / dispose off the same and due compliance by the promoter of the relevant provisions contained in the said Acts and Rules and also about the proposed specification and amenities as mentioned in Schedule II written hereunder and states that he / she / they have understood and accepted that the proposed project shall be having said amenities and facilities.

The Allottee, after satisfying himself about the rights of the Promoter, and the title of the said owners to the said Property, amenities and specification proposed, approached the Promoter for acquiring occupancy rights over the **Flat No. ____** on **____ Floor** in said Building (Hereinafter referred to as "THE SAID FLAT/ PREMISES") applied to the promoter for allotment of the same.

The promoter has agreed to sell to the Allottee the said premises at the price and on terms and conditions hereinafter appearing.

Under section 4 of the said Act, the promoter is to execute an Agreement of Sale with the Allottee being in fact these presents and also to register the same.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Pune no **P52100017526**; authenticated copy is attached in Annexure 'F';

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 building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. A Design Studio, Pune and of

such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure C

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

The following terms shall be for the purpose of this agreement used as defined and Parties aware of the said terms:

- a) Carpet Area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Usable Carpet Area of the Apartment is defined as the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Society.
- b) Exclusive Balcony or Veranda area: For the purpose of this agreement the Exclusive Balcony or Veranda area means the area of the balcony or veranda, as the case may

be which is appurtenant to the net usable area of an Apartment, meant for exclusive use of the Allottee / members herein.

- c) Exclusive Open Terrace Area: For the purpose of this agreement Exclusive Open Terrace Area means the area of the open terrace which is appurtenant to the net usable area of an Apartment, meant for Exclusive use of Allottee / members herein.
- d) For the sake of better understanding the total Net Usable Area retained by members herein above is inclusive of Carpet as per RERA, Exclusive Balcony / Sit out, Exclusive Use Area, Exclusive Terrace, Flower Beds, Cup Board Projections, and Architectural Projections etc.

AND WHEREAS the Total Usable carpet area of the said Apartment is **sq. Mtrs.(Flat Carpet)** + **sq. Mtrs (Open Balcony)** + **0 sq. Mtrs (Terrace)** and "carpet area" means the net usable floor area of an apartment, the area covered by the internal partition walls of the apartment, Terraces, Dry Balconies, Cupboard boxes, Architectural Projections etc. excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment For the benefit of Allottee and on request the Total usable carpet area is mentioned herein below.

Flat Carpet As per RERA (Sq.ft)	Exclusive Usable Open Balcony (Sq.ft)	Exclusive Usable Terrace (Sq.ft)

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting basement ground/ stilt, /and Five upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. (A) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ admeasuring _____. **Mtrs.(Flat Carpet)** + _____ **sq. Mtrs (Open Balcony)** + **0 sq. Mtrs (Terrace)**. on _____**floor** in the said building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. _____/- (Rupees _____ Only)** the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

For the benefit of Allottee and on request the Total usable carpet area is mentioned herein below.

Flat Carpet As per RERA (Sq.ft)	Exclusive Usable Open Balcony (Sq.ft)	Exclusive Usable Terrace (Sq.ft)

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

Total Agreement Value	Payments
Booking	10%
Agreement	10%
Plinth Level	20%
1st Slab / Parking	20%
2nd Slab	7.50%
3rd Slab	7.50%
4th Slab	7.50%
5th Slab	7.50%
Commencement of Building Brickwork	5%
Commencement of Internal Plaster	2.50%
Commencement of Tiling Work	1.50%
Possession	1.00%
Total	100%

1. (C) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment /Plot].

It is specifically agreed by and between the Parties that the responsibility of making the payments will always be of the Allottee. He/she/they shall arrange the funds through his/her/them own resources and non-disbursement of funds by any bank (if he / she have obtained loans from such bank) will be treated as a default on the part of the Allottee and in such case the Developer reserves all the right to proceed with Legal Action against the Allottee.

The parties of these presents are specifically and distinctly covenant that the time for each of the installment, payment of proportionate share of taxes including all taxes and duties that may be levied and collectible from the Allottee such as GST, service tax, betterment charges, development charges, VAT, works contract tax, sales tax, and all

amounts which are due from the Allottee under these presents or under any law for the time being in force, has been made an essence of this contract and in case the Allottee commits any default in paying any of the amounts under these presents, which has become due and payable by the Allottee to the Promoter, the Allottee agrees to pay to the Promoter interest at the rate of SBI's marginal lending rate plus 2% on all the amounts which become due and payable under these presents to the Promoter from the date the said amount is payable by the Allottee and if the Allottee fails to pay the amount due and payable together with interest at the rate of SBI's marginal lending rate plus 2% within a month from the date on which such amount is due and payable, the Promoter shall be entitled to terminate these present and forfeit the amount paid by the Allottee to the Promoter and the Promoter will be entitled to sale the said flat in the open market and to the customer of his choice.

1. (D) It is specifically agreed by and between the Parties that the responsibility of making the payments towards any taxes , Stamp Duty, Registration , VAT, GST, Service Tax, Works Contract Tax, arising out of these presence or for free area received under the Development Agreement will always be of the Allottee / Existing Owner of the Apartment. Under these presents or under any law for the time being in force any payment towards any Central or State Government such as GST, VAT, Service Tax or any other taxes that may be levied in future towards the Free Area Offered by the Developer to the Existing Owner of the Apartment through Development Agreement will be borne by the Allottee / Existing Apartment Owner. Further the parties of these presents are specifically and distinctly covenant that for any Free Area offered under the Development Agreement and at the time of each of the installment payment , payment of proportionate share of taxes including all taxes and duties that may be levied and collectible from the Allottee such as GST, service tax, betterment charges, development charges, VAT, works contract tax, sales tax, and all amounts which are due from the Allottee under these presents or under any law for the time being in force, shall be made by the Allottee/ Existing Owner of the Apartment. Further it is also agreed that the Allottee/ Existing Owner of the Apartment agrees to make these payments from time to time and as and when demanded and keep the Developer indemnified of any claim, charges, Amount and /or interests ,penalties thereon (If Any)
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1. (E) The parties of these presents are specifically and distinctly covenant that the time for each of the installment, payment of proportionate share of taxes including all taxes and duties that may be levied and collectible from the Allottee such as GST, service tax, betterment charges, development charges, VAT, works contract tax, sales tax, and all amounts which are due from the Allottee under these presents or under any law for the time being in force, has been made an essence of this contract and in case the

Allottee commits any default in paying any of the amounts under these presents, which has become due and payable by the Allottee to the Promoter, the Allottee agrees to pay to the Promoter interest at the rate of SBI's marginal lending rate plus 2% on all the amounts which become due and payable under these presents to the Promoter from the date the said amount is payable by the Allottee and if the Allottee fails to pay the amount due and payable together with interest at the rate of SBI's marginal lending rate plus 2% within a month from the date on which such amount is due and payable, the Promoter shall be entitled to terminate these present and forfeit the amount paid by the Allottee to the Promoter and the Promoter will be entitled to sale the said flat in the open market and to the customer of his choice.

1. (F) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
1. (G) It has been agreed specifically by and between the parties to these presents , that the rate or amounts agreed for the purchase of this flat / additional area is agreed and finalized by the Purchaser/ Allottee after negotiating with the Developer and based on the negotiations / discounted rate offered by the Developer , no GST benefit further will Be passed on to the Allottee/ Purchaser by the Developer, as same has already been passed on to them in the form of discount/ rate /consideration negotiated by the Purchaser / Allottee from the Developer.
1. (H) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter

shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. (I) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.1 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (B) herein above. ("Payment Plan").

3. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
4. Without prejudice to the right of promoter to charge interest in terms of sub clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail

address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartments in the Society on the aforesaid date, if the completion of building in which the additional usable carpet area of Apartment is to be situated is delayed on account of –

- i. Non-availability of steel, cement, other building materials, water, electric supply or labour;
- ii. War, civil commotion or act of God, heavily changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and project.
- iii. Delay in grant of NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connections and meters to the scheme/ flat, road NOC or Completion Certificate from appropriate authority.
- iv. Delay or default in payment of dues, expenses, charges, consideration by the Purchaser/s under these presents.
- v. Any notice, order, rule, notification of the Government and/or public or Competent Authority.
- vi. Pendency of any litigation or order of the Court.
- vii. Any act beyond control of the Developer.
- viii. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate.

- ix. Any other mitigating circumstances due to which the development of the said real estate Project is not possible.
7. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the additional usable area of [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. The Allottee shall take possession of the said Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.1 Failure of Allottee to take Possession of additional usable area of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7, the Allottee shall take possession of the additional usable area of [Apartment] from the Promoter by executing necessary possession receipt, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the additional usable area of (Apartment) to the Allottee on receipt of entire amount of consideration from the Allottee under this agreement. In case the Allottee fails to take possession within the time provided in clause 10 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.2 If within a period of five years from the date of handing over the additional usable area of apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said apartment or the building in which the additional usable area of said apartment are situated, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word 'defect' means only the structural defect caused on account of willful neglect on the part of the Promoter and shall not mean the defect caused by normal wear and tear, negligent use of the flat by the Allottee and vagarious of nature etc. It is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, W.C. terrace etc. If any of such works are carried or any heavy load is stored in the said flat, balcony, terrace etc. any liability including the defect liability automatically shall be void and the Allottee shall be responsible for it. If, due to the Allotter's act or negligence the structure is damaged, the repairs shall be carried out by the Allottee who is responsible for such act and the Promoter shall not be liable for the same. If the amenities and facilities which are

manufactured by other entity suffer from any defeat then in that case the Promoter shall not be liable for the said defect and deficiency in that case. The Allottee or association of Allottee shall make grievance against the said manufacturer and not against the Promoter.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He/She/they shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Society is situated.

9.2 The Allottee has to pay maintenance charges of the Apartment/ to the Promoter or the Society, as and when demanded by the Promoter or the Association of Society or Society, which is the subject matter of development agreement and the additional usable area which is the subject matter of the present agreement. For the purpose of deciding the common area and facilities, the additional usable area of the said Apartment No. ____ will be considered as part of Apartment No. ____

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

determined the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- I. For share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- II. For formation and registration of the Society or Limited Company/Federation/ Apex body.
- III. For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- IV. For Payment towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- V. For Payment towards Water, Electric, and other utility and services connection charges.
- VI. For Payment of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter expenses for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

The Allottee shall become member of the said Society, that is the party of the third part herein and the party of the third part herein shall admit the Allottee as its member only after the letter along with requisite forms is given by the Promoter to the said Society, and in no case without receipt of entire amount of consideration and other amounts / dues in terms of this agreement to the Promoter from the Allottee and after paying the due entrance fees and also a Maintenance Amount to the Developer. The Allottee has specifically agreed this condition and agrees that for this purpose the Allottee shall sign and execute all relevant documents, as prepared by the Advocate of the Promoter. The Allottee further agree that he / she / they will abide by the bye-laws of the said society and shall be liable and responsible for payment of service charges and

such other charges as applicable as per the bye-laws and resolutions of the said society/ Association.

The Society/ Society/Association has agreed to maintain the said project from the date of completion certificate or till execution of document of title in favor of Allottee or Association of Allottee whichever is earlier The Society / Association will decide the maintenance amounts to be collected from each Apartment Holder/ Member and the same shall be final. The Allottee agrees to make these payments from time to time and keep the Developer indemnified of any claim.

The Promoter is not liable to maintain building up on receipt of completion certificate and the Allottee/ Apartment / Society takes possession of the building and the flats therein, the association of Apartment / Society will be liable to maintain the building / complex / premises on its and will be liable to charge / collect / recover Maintenance charges from the Allottee from time to time. Decision taken by the Association/ society will be final and binding on the Allottee

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the handing over of the possession of the Apartment to the Allottee; or once the Completion Certificate is obtained whichever is earlier.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the apartment at the Allotter's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Society is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Society itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Society any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Society and maintain the Society in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Society which may be contrary to the

rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Society or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Society and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Society is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Society without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Society in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Society by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Society in the Building and shall pay and contribute regularly

and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Society is situated is executed in favor of Society/Limited Society /Limited Company/Apex Body/Federation, 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 buildings or any part thereof to view and examine the state and condition thereof.

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

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment /] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment /plot].

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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.

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEE'S:

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

22. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Society/Plot] to the total carpet area of all the [Society's/Plots] in the Project.

24. 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.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the

Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee:

MR. _____

Notified Email ID: _____

M/S. RAVETKAR BUILDERS AND DEVELOPERS

CTS no. 40/23, Bhonde Colony, Near Prime Furnishings, Erandwane, Pune – 411 004

Notified Email ID: info@ravetkargroup.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. 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. It is hereby agreed by and between the parties that the Promoter shall give possession of the said premises to **MR.** _____, to whom the Purchaser hereby appoints as his / her nominee, in case of death of the Purchaser before the possession of the said premises is handed over to the Purchaser provided the said nominee is ready and willing to perform or performed the Purchaser's remaining part of these presents. In such event the said nominee shall be treated as a Purchaser for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of the Purchaser. The Promoter shall not be liable for any disputes amongst the legal heirs of the Purchaser. In case the Purchaser wants to change his nominee he may do so by informing in writing to the Promoter.

29. STAMP DUTY AND REGISTRATION: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. Allottee has agreed to pay stamp duty, registration fee and other charges in respect of the subject matter of transaction on Additional usable carpet area of ____ sq. Mtrs. i.e. ____ sq. ft. of the present agreement and the Promoter and the consenting party are not liable to pay the same.

30. DISPUTE RESOLUTION: -

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

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written. First Schedule Above Referred to Description of the freehold/leasehold land and all other details Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

SCHEDULE - A

All that piece and parcel of the property the property bearing The property bearing Plot No. 95 out of Survey No. 26, CTS No 595, Lane No 5, Dahanukar Colony, admeasuring an area of 8019.18 sq.ft. i.e. 745 sq. mtrs. as per 7/12 Extract, 7287.23 sq.ft. i.e. 677.00 sq. mtrs. as per PRC Extract, 7391.31 sq.ft. i.e. 686.67 sq. mtrs. as per Site Demarcation, situated at Kothrud, Pune City, Pune, District Pune, within the limits of Pune Municipal Corporation, which is bounded as follows

On or towards the East : : By Plot No 102
On or towards the South : : By Plot No 94
On or towards the West : : By 30’ Feet Wide Road
On or towards the North : : By Plot No 96

Along with all appurtenances thereto and along with existing and future TDR and additional FSI.

SCHEDULE A -1

DESCRIPTION OF THE SAID PREMISES ABOVE REFERRED TO;

Flat No. ____ on ____**Floor**, in said building having of usable carpet area adm. ____ **sq. Mtrs.(Flat Carpet) + ____ sq. Mtrs (Open Balcony) + 0 sq. Mtrs (Terrace)**. ____ covered car parking adm. 9.29 sq. mtrs., inclusive of area of flat carpet, cupboard boxes, architectural projections, area of terrace, flower beds etc. and the proportionate rights in the common areas and amenities and facilities. The "usable carpet area" means the net usable floor area of an apartment, the area covered by the internal partition walls of the apartment, Terraces, Dry Balconies, Cupboard boxes, Architectural Projections etc. excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. For the benefit of Allottee and on request the Total usable carpet area is mentioned herein below.

Flat Carpet As per RERA (Sq.ft)	Exclusive Usable Open Balcony (Sq.ft)	Exclusive Usable Terrace (Sq.ft)
		0

SPECIFICATIONS AND AMENITIES

1. **Structure:** - RCC frame structure designed as per earthquake resistance norms. Using highest quality material.
2. **Elevation:** - Elegant and impressive elevation for aesthetic beauty.
3. **Parking:** - Interlocking Paving blocks in the parking with adequate lighting.
4. **Lobby:** - A grand and attractive entrance lobby **WITH SMART CARD ACCESS CONTROL SYSTEM FOR BETTER SECURITY.**
5. **Digital Security:** - Video Door Phones for each flat.
6. **Lifts:** - Lifts of reputed company, with sleek display of a reputed brand. (Otis / Kone or equivalent brand)
7. **Back Up:** - Power back for common Lifts, Common passages, Parking, Staircases, and Pumps
8. **Communications:** - Internal intercom system for better communication and better security.
9. **Fire Fighting:** - All the latest fire fighting equipments will be installed as per PMC guidelines.
10. **Additional Security:** - Grill to all windows.
11. **Luxury:** - Solar water panels will be provided, as per PMC guidelines.
12. **Conservation:** - Rain Water Harvest plant for water conservation, as per PMC guidelines.
13. **Compound Wall:** - Aesthetically designed and well-lit compound wall and front compound wall façade.
14. **Parking Height:** - Parking height will be maintained as per PMC rules.
15. **UGWT / OHWT:** - Underground water tank and a separate Overhead Water Tank with sufficient water capacity and separate compartments for Drinking and Bathing Use storage With Auto Level Controllers, along with a separate compartment in OHWT for mandatory fire dead stock.
16. **Common Toilet:** - A Common toilet will be designed for Watchman's, Driver, and Maids etc.
17. **Convenience:** - Individual letterbox with brass nameplates.
18. **Bore Water Provision:** - Bore water connection with one submersible pump with Automatic controller. One connection to dry balcony & one connection in toilet.
19. **Piped Gas:** - Provision for piped gas would be done. By keeping Sleeve in kitchen
20. **CCTV cameras** for security at parking & Entrance.
21. **Provision** for common dish antennae.
22. **Telephone** distribution box in parking
23. **Decorative plantation** at appropriate places & attractive entrance lobby above the road level.

Specifications

1. **Walls:** - 6” thick masonry external walls and 4” thick walls internal.
2. **Plaster:** - POP / GYPSUM finished quality internal plaster and ceiling. Sand face plaster externally.
3. **Flooring:** - Entire flat will be provided by **600 mm x 600 mm vitrified tiles** with 3” high skirting of reputed make. Marble / Granite for treads, risers and landings with decorative MS railing.
4. **Doors:** - Water proof flush doors at the entrance with teakwood wood paneling. Black Granite door frames for toilets and also provide Godrej / Europa night latch & lock system, peep hole and brass handle.
5. **Windows:** - Jindal make aluminum medium section Powder coated **Aluminum / UPVC sliding with marble/granite sill** for all windows with Mosquito Net Provision. M.S. safety grills of 10 sq.mm. bars.
6. **Kitchen:** - Kitchen platform would be 8.5 feet long with black granite & stainless steel sink (20 gauge) of Nirali Brand and 7’ glazed dado ceramic tiles above kitchen platform. White ceramic tiles below the platform.
7. **Toilets:** - Anti-Skid ceramic flooring tiles with designer till full height.
8. **Plumbing:** - Concealed plumbing of ISI mark.
9. **Sanitary Fittings:** - **Jaguar** or equivalent makes CP fittings with **Hot & Cold mixer** shower. English commode of ISI mark. Concealed Flush Tanks of Geberit (German Company)
10. **Electrification:** - Concealed electrification with modular type switches of reputed make. Copper wiring. TV and Telephone points in Living and Master Bedroom. AC point in Master Bedroom and Living Room. Exhaust fan, fridge points in kitchen and toilets. Inverter backup in all flats to cover TV, 1 light & 1 fan point in each room.
11. **Painting:** - Apex paint externally and Premium Emulsion or equivalent good quality paint and pleasant shades for internal walls.
12. **Vermiculture:** - Organic waste treatment unit / Tumbler system.
13. **Society office:** - 1 Society office at the top terrace / parking area.
14. **Aluminum meter box with visible glass & Aluminum grill as per MSEB Rules.** Copper earthing for each flat & building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT
PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN
SIGNED AND DELIVERED

PHOTO	THUMB IMPRESSION	SIGNATURE
PARTY OF THE FIRST PART DEVELOPER		
		MR. AMOL RAVETKAR FOR RAVETKAR BUILDERS AND DEVELOPERS THROUGH ITS AUTHORISED SIGNATORY
PARTY OF THE SECOND PART ALLOTTEE		
PARTY OF THE SECOND PART ALLOTTEE		

PARTY OF THE THIRD PART CONSENTING PARTY		
		MR. AMOL RAVETKAR FOR As Power of Attorney Holder of M/S. SHRI OM CO-OPERATIVE HOUSING SOCIETY

In presence of witnesses,-

1) Name _____

2) Name_____

Sign _____

Sign. _____

Address _____

Address. _____

7.