

## AGREEMENT FOR SALE

This Agreement For Sale is made and entered into at Pune on this.....day of.....Year Two Thousand Twenty Two.

BETWEEN

**M/s. Ahura Flux**, a Registered Partnership Firm (PAN AAFFA1907K), represented through its Authorised Partners **Shri. Firdosh Pesi Press**, and **Smt. Khorshed Adarbad Hozdar**, having office at Sr.No.131/1 Hadapsar Industrial Estate, Pune 411013, hereinafter referred to as the “*Owners*” and the Confirming Party (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor)

### ....PARTY OF THE FIRST PART

AND

**M/s. Wellwisher Apartment**, a Registered Partnership Firm (PAN AABFW7504L) registered under Indian Partnership Act, 1932 having address at Shop No 5, Shakti Arcade, Plot No 5 & 6, Sector 19D Vashi, Navi Mumbai – 400705, through its authorized partner, **Shri. Abhijit Chandrakant Bhansali**, Age: 40 Years, Occupation: Business, R/at: 5, Shagoofa, CHS, Palm Beach Road, Sector 58 A, Seawoods, Navi Mumbai-400706, hereinafter referred to as the “*Promoter*” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their

survivor or survivors, heirs, executors, administrators and assigns of such last survivor)

.... **PARTY OF THE SECOND PART**

**AND**

1) **Mr. \_\_\_\_\_**, having (PAN No. \_\_\_\_\_) 2) **Ms. \_\_\_\_\_**  
having (PAN No. \_\_\_\_\_) adult, Indian Inhabitant, residing at- \_\_\_\_\_  
\_\_\_\_\_, hereinafter  
referred to as the "*Allottee*" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators, assigns and nominees)

..... **PARTY OF THE THIRD PART**

**WHEREAS:**

- A. The Owner has all rights, title and interest in all that piece and parcel of land admeasuring about 7,700 square meters, bearing Survey No. 131/1, CTS NO. 4711, Village: Hadapsar, Taluka: Haveli, Dist: Pune, situated within the limits of Pune Municipal Corporation and more particularly described in **First Schedule** written hereunder (the “**Said Total Land**”). A lay out of the said land is appended hereto as ‘**Annexure-1**’.
- B. The 7/12 Extracts in respect of the said total land stands in the name of the Owners and apart from the Owners no other person, party or any other relative of the Owners have any right, title or interests in the said total land in any manner whatsoever. The 7/12 extracts for the said total land is annexed hereto and marked as **Annexure-2**.

C. Vide letter dated 16.06.1972 issued by the Hon'ble Collector of Dist. Pune, the Owner has obtained N.A. cum development permission for the "**said total land**".

D. The Owner has granted development rights in respect of the said land to the Promoter vide Development Agreement dated 25/08/2014. The said Development Agreement is registered on 28/08/2014 with registrar of sub- assurance HVL-4, under Sr. No. 7767 of 2014. Accordingly, the Promoter is entitled to develop the said land as per the terms and conditions contained in the said Development Agreement.

E. Based on its right and entitlement in terms of the Development Agreement, the Promoter is developing the Property and carrying out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Promoter may deem fit. For the purpose of this Agreement, "Relevant Laws" means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, directives, order, direction, Judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

F. Vide Power of Attorney dated 28/08/2014, the Owner has granted a Power of Attorney to the Promoter which is registered on 28/08/2014 with registrar of sub-assurance HVL-4, under Sr. No.7768 of 2014,

entitling the Promoter to such powers as are mentioned therein for the purpose of carrying out the development of said land.

G. The Owner through the Promoter (the Power of Attorney Holder of the Owner) has obtained N.A. order Vide Letter bearing No. **जा.सःप.एनए.एसआर/१९२/२०१७** dated 08/09/2017 issued by the Hon'ble Tehsildar, Haveli, Pune, for the purpose of residential development permission in respect of Land admeasuring 4657.15 Sq. mtrs out of total piece and parcel of land admeasuring about 7,800 square meters, bearing Survey No. 131/1, CTS No. 4711, Village: Hadapsar, Taluka: Haveli, Dist: Pune, situated within the limits of Pune Municipal Corporation.

H. The Owner through the Promoter (the Power of Attorney Holder of the Owner) has obtained N.A. order Vide Letter bearing No. **जा.सःप.एनए.एसआर/२६२/२०१८** dated 13/08/2018 issued by the Hon'ble Tehsildar, Haveli, Pune, for the purpose of residential and commercial development permission in respect of Land admeasuring 2524.75 Sq. mtrs for residential & 180.07 Sq. mtrs for commercial out of total piece and parcel of land admeasuring about 7,800 square meters, bearing Survey No. 131/1, CTS No. 4711, Village: Hadapsar, Taluka: Haveli, Dist: Pune, situated within the limits of Pune Municipal Corporation.

I. The Promoter have further agreed that they shall be at all times in terms the Development Agreement, keep the confirming Party indemnified for any claim or damages etc. that may arise by way of any labour accident at the construction site, or against the project due

to any act of commission or omission, done by the promoter till the date of execution of the entire project.

J. It is hereby understood and agreed to by the parties to this Agreement that Owner/Confirming Party has no interest or claim in and will not enjoy any of the revenue or benefits accruing to the Promoter from the sale of the flats from the Promoter's proportionate share and which flats are listed and mentioned in this Agreement, as the Owner and Promoter have apportioned the property of the owner on an area sharing basis (and not on revenue sharing basis).

K. The Promoter declares that total Permissible Potential Developable Area inclusive of FSI & TDR etc., which can be utilized on the said total land is 19,238.50 sq.mtrs, which is available due to amendment in development plan of the Pune Municipal Corporation wherein the portion of land which was reserved for road is now withdrawn and additionally TDR is available on the said land. Out of total Permissible Potential Developable Area of 19,238.50 sq. mtrs., the Promoter is presently required to hand over built-up area to the extent of 1388.77 Sq. Mtrs. under **Economic Weaker Section (EWS) scheme** (one of the conditions of the said development permission) to Maharashtra Housing & Development Authority ("MHADA"). Thus balance total Permissible Potential Developable Area of 17,849.73 sq. mtrs. shall be available for free sale to promoter and confirming party to the prospective buyers.

L. The Promoter had obtained part Development Permission cum Commencement Certificate dated 08/06/2017 bearing reference No.

CC/0649/17 which has been revised on 13/06/2018 vide reference No. CC/0657/18 from the Pune Municipal Corporation (*the “Corporation”*) for construction of Phase I, Tower 2 consisting of wing B and C both & Phase II, Tower 1 Wing A. Further the Promoter has obtained the revised Development Permission cum Commencement Certificate dated 23/01/2020 bearing reference No. CC/2582/19 from Pune Municipal Corporation (*the “Corporation”*) for construction of Phase I, Tower 2 consisting of wing B and C both & Phase II, Tower 1 Wing A. The Promoter has also obtained Development Permission cum Commencement Certificate dated 27/10/2021 bearing reference No. CC/2210/21 from Pune Municipal Corporation (*the “Corporation”*) for construction of Tower 2 consisting of Wing B and C both over the said total land admeasuring 7,700 Sq. Mtrs. referred to as “**Phase -I land**” which is more particularly described in ‘**SECOND SCHEDULE**’. The Copy of the Commencement Certificate dated 27/10/2021 is annexed as **Annexure- 3.** In terms of said Development Permission, the Promoter is entitled to construct residential project on the said project land known as “**KIARAH TERRAZO**” **Phase-I**, Tower No. 2 consisting of Wing B and C both comprising Ground + 16 Floors containing in aggregate 185 (One Eighty Five) units by utilizing FSI of 9289.42 Sq. Mtrs. out of total 16082.28 sq. mtrs. and 847.85 Sq. Mtrs. of MHADA available on the said project land. Also the Promoter entitled for residential and commercial construction on the said project land known as “**KIARAH TERRAZO**” **Phase-II**, Tower 1 Wing A comprising Ground + 3 Parking +13 Floors

containing in aggregate 124 residential units with 11 shops by utilizing FSI of 6572.98 Sq. Mtrs. + Commercial 219.88 Sq. Mtrs. out of total 16082.28 sq.mtrs. And 540.56 sq. mtrs. of MHADA available on the said project land which referred to as "**Phase - II land**" which is more particularly described in '**THIRD SCHEDULE**'. The Promoter also plans to increase the height of the Phase-II, Tower No.1 consisting of wing A, by constructing three additional floors by utilizing additional Permissible Potential Developable FSI out of balance FSI thereby making it Ground + 3 Parking + Sixteen Upper Floors. Further additional Phase - I comprising of Tower No. 2 (residential) consisting of Nineteen upper floors will also be constructed by utilizing additional Permissible Potential Developable on the portion of said land marked in **Blue Colour** in the layout plan annexed as **Annexure-1**. Accordingly, the total Permissible Potential Developable Area which shall be used in the said land will go upto 19,238.50 sq. mtrs. and shall be hereinafter referred to as the '**Said Entire Project**'.

- M. The Promoter will utilize the balance TDR/ Permissible Potential Developable Area of 9948.58 sq. mtrs (19,238.50 sq.mtrs – 9,289.42 sq. mtrs) in subsequent phases on the balance land (said total land - said project land).
- N. While sanctioning the plans the Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said land and the said buildings/and upon due observance and performance of these conditions the completion and occupation certificates in

respect of the said buildings/s shall be granted by the concerned competent authority. The Promoter has accordingly commenced construction of the said project in accordance with the said plans.

- O. The Promoter has entered into prescribed Agreement with Design Architect being registered with the Council of Architect Mr. Bharat Bathiya, having address at 406, Market Yard, Pune— 411037.
- P. The Promoter has appointed a Structural Engineer M/s. G. A. Bhilare Consultants Pvt. Ltd., having address at Shantishila Lane, Law College Road, Pune - 411004, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- Q. The Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title including copies of Agreements, All Affidavits, Indemnity Bond, Development Permissions and Commencement Certificate, revised Commencement Certificate, Occupancy Certificate and ‘Certificate of Title’ in respect of said land issued by **Advocate Vinod M. Mutha** (appended hereto as “**Annexure – 4**”) and of such other documents as are specified under applicable statute and rules and regulations as mentioned herein. In addition, the Allottee/s have perused the ‘Architect Certificate’ and drawing certifying the carpet area of the Flats/shops along-with limited common area. The Allottee/s have seen the proposed plan for said entire project including the subsequent phases. and the plan, designs and specifications prepared by the Developer’s Architects and of such other documents as are

specified under The Real Estate (Regulation and Development) Act 2016 (“Act”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (“Rules”). Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice. The Allottee/s by virtue of this having executed this Agreement, are deemed to have accepted the title of the Promoter to the said plot as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised by the Allottee/s upon the same in any matter relating thereto.

- R. The Promoter has accordingly commenced construction of the said Building/s in accordance with the approved plans.
- S. The Promoter has expressed his intention to dispose off the flats being constructed on the said land on outright sale to the prospective buyers upon such terms and conditions as are mutually agreed by and between the parties. Accordingly, the Allottee after having satisfied himself with all documents and understanding the said entire project including the proposed amendment agreed to purchase the Flat in the said Project.
- T. The Allottee has applied to the Promoters, for reservation of **Unit No. \_\_\_\_\_** of **2 BHK** Type admeasuring carpet area **\_\_\_\_\_ Sq. Mtr.** on **\_\_\_\_\_<sup>th</sup> Floor in Phase II, Tower No. 1 consisting of Wing A**, as per the floor plan annexed hereto & marked as **Annexure -5** (hereinafter referred to as “**Said Unit**”) which is more particularly

described in 'SIXTH SCHEDULE'. In addition, without any further monetary consideration, the Allottee is entitled to **Enclosed Balcony** admeasuring of \_\_\_\_\_ Sq. Mtrs., **Dry Balcony** admeasuring of \_\_\_\_\_ Sq. Mtrs., and the **Terrace** admeasuring of \_\_\_\_\_ Sq. Mtrs as being the ancillary area (the additional area). The said additional area is marked separately in the floor plan annexed hereto as **Annexure 5**. The aggregate of carpet area and additional area is the "*gross usable area*" totaling to \_\_\_\_\_ Sq. Mtrs. available for use by the Allottee. The carpet area has been calculated as per the definition of carpet area provided under the Real Estate (Regulation and Development) Act, 2016 on the basis of Architect Certificate. The Promoter has reserved the said unit and the total consideration payable as mutually agreed between the parties for the said unit is **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).**

- U. "Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/Allottee and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the Unit;
- V. The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority under Registration No. **P52100019202**. A copy of certificate of registration is appended hereto as '**Annexure-6**'.

W. The Promoter will hand over the possession of the said Unit to the Allottee only upon full and final payment of the total consideration and other sums/amounts are fully paid by the Allottee to the Promoter towards the said unit.

X. The Allottee has offered to pay to the Promoter Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for the transfer of said unit in name of Allottee which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being "booking advance" of the unit agreed to be sold by the Promoter to the Allottee as an advance payment dated \_\_\_\_\_ (the payment and receipt whereof hereby admitted and acknowledge by the Promoter and the Allottee).

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Flat/Unit.

Z. The Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

## **1. PROJECT:**

- 1.1** The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority& which have been seen & approved by the Allottee with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.
- 1.2** The Promoter has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Project Land is being developed by the Promoter in a segment-wise / phase-wise manner to be determined by the Promoter in its absolute discretion from time to time. The Allottee/s further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the Layout plan alongwith the current Phase in such manner as the Promoter may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Promoter shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.
- 1.3** If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In such cases the Promoter shall seek prior consent of the Allottee, if

such addition / alteration is adversely affecting the unit allotted to the Allottee. However it has been expressly agreed by and between the parties that the Allottee/s hereby expressly gives his consent to the same.

**1.4** The Promoter has represented under this Agreement that it is entitled to develop the said land by utilizing the total FSI of 16082.28 Sq. Mtrs. and 1388.77 Sq. mtrs. FSI of MHADA available on the said land. Accordingly, the Allottee/s have given its consent to the Promoter to develop the said project land by utilizing total potential FSI of 16082.28 Sq. Mtrs. as per plan sanctioned by the Corporation from time to time and add further three (3) floors to existing sanctioned sixteen (16) floors in Phase I, Tower 2 consisting of Wing B and C both by utilizing FSI from the balance part of the total land as and when available. The Promoter also plan to increase the height of the Phase-II, Tower No. 1 consisting of wing A, by constructing three additional floors by utilizing additional Permissible Potential Developable FSI out of balance FSI thereby making it Ground+3Parking + Sixteen Upper Floors.

**1.5** The Allottee/s understands that the project for the purpose of this Agreement is sanctioned of, Phase I, Tower No. 2 consisting of Wing B and C both, comprising Parking plus 16 upper floors containing in aggregate One Eighty Five (185) units with proposed additional three floors and Phase-II, Tower No. 1 consisting of Wing A comprising of Ground + 3 Parking + 13 upper floors containing in aggregate 124 residential units and 11 shops with proposed 3 additional floors thereby making it Ground + 3 Parking + Sixteen Upper Floors along

with amenities as mentioned in **FIFTH SCHEDULE**. The Allottee/s shall not claim any right, title and interest in the development rights or FSI or the balance portion of land and shall not obstruct, cause hindrance to the Promoter in development of subsequent phases as and when sanctioned.

- 1.6 The Promoter has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Promoter proposes to (i) include Stack Parking in the Stilt/Parking area of each Tower of the Project and (ii) convert the open parking spaces in to covered parking spaces by modifying / amending the current approvals and the Allottee/s hereby grant his / her / its unconditional and unequivocal consent from the said amendments / modification to the current approvals. The Allottee/s hereby confirms and undertakes that the Allottee/s and/or society / condominium / limited company or combination of them shall without raising any objection, permit the proposed modifications/alterations.
- 1.7 The Promoter has represented to the Allottee as under:
  - (a) The Promoter shall apply for Development Permission cum Commencement Certificate for sanction of proposed plan of additional buildings (Phase II) to be constructed on said total land.
  - (b) The Common amenities as specified in **FIFTH SCHEDULE** to be constructed on said total land are to be shared among the Allottees of all the phases including all buildings in the said entire project.
  - (c) The Promoter has obtained Occupancy Certificate (Part – 1) dated 23.10.2020, bearing No. OCC/0378/20 from the Pune Municipal

Corporation in respect of Parking + 17 MHADA Units and 165 Residential Units of Phase I, Tower II consisting of Wing B & C both and Occupancy Certificate (Part- 2) dated 14.01.2022, bearing No. OCC/1001/21 from the Pune Municipal Corporation in respect of 9 commercial units of Phase II, Tower No.1- Wing A and 3 Residential Units of Phase I, Tower No.2-consisting of Wing B & C both.

## **2. DESCRIPTION OF UNIT:**

**2.1** The Allottee has applied to the Promoters, for reservation of **Unit No.** \_\_\_\_\_ of **2 BHK** Type admeasuring carpet area \_\_\_\_\_ Sq. Mtr. on \_\_\_\_\_<sup>th</sup> Floor in **Phase II, Tower No. 1 consisting of Wing A**, as per the floor plan annexed hereto & marked as **Annexure -5** (hereinafter referred to as “**Said Unit**”) which is more particularly described in ‘**SIXTH SCHEDULE**’. In addition, without any further monetary consideration, the Allottee is entitled to **Enclosed Balcony** admeasuring of \_\_\_\_\_ Sq. Mtrs., **Dry Balcony** admeasuring of \_\_\_\_\_ Sq. Mtrs., and the **Terrace** admeasuring of \_\_\_\_\_ Sq. Mtrs as being the ancillary area (the additional area).The said additional area is marked separately in the floor plan annexed hereto as **Annexure 5**. The aggregate of carpet area and additional area is the “**gross usable area**” totaling to \_\_\_\_\_ Sq. Mtrs. available for use by the Allottee.

**2.2** The fixtures and fittings to be provided by Promoter in the said unit are those that are set out in ‘**Annexure-7**’. The Promoter shall not be obliged to accept or accede to any request from Allottee for making

any changes in the amenities,fixtures and fittings to be provided by Promoter.

### **3. CONSIDERATION:**

**3.1** It is mutually agreed by and between the parties that consideration amount for sale of said unit shall be **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (the “*said consideration*”). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by the Allottee. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing off the benefit of credit of GST on the input cost to the Allottee.

**3.2** The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter.

**3.3** The Allottee shall pay to the Promoter a sum of **Rs. 4,50,087/- (Rupees Four Lakh Fifty Thousand Eighty Seven Only)** towards GST as per prevalent rates and regulations through separate cheque drawn in the name of “Wellwisher Apartment Taxes A/c No. 03021900007832” DCB Bank, Vashi, Navi Mumbai. The Allottee further agrees to pay to the Promoter all amount of statutory taxes such as GST, TDS or any other Government / Non- Government charges levy, tax on this transaction for all times to come. The Taxes shall be payable by the Allottees on demand made by the Promoter within 7 (seven) working days and the Allottees shall indemnify and keep indemnified the Promoter from and against the same.

**3.4** The Allottee/s have made a payment of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as booking advance amount along with the **Request Letter** dated \_\_\_\_\_, and also **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as EMD (advance payment) which has been adjusted against the consideration as mentioned hereinabove. The Promoter hereby acknowledges the receipt thereof. The Allottee/s further agrees to pay to the Promoter amount of consideration or any other Government/Non-Government charges on this transaction for all times to come as per terms of this Agreement.

**3.5** The Allottee/s have negotiated the amount of consideration as mentioned hereinabove by offering to pay to the Promoter the amount of consideration which has been accepted by the Promoter. The Allottee/s have also agreed and shall pay the remaining amount of consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** to the Promoter through bank loan. The Allottee/s has got sanctioned the loan from \_\_\_\_\_, Pune. The said Sanction/Offer Letter dated \_\_\_\_\_ is attached herewith. The Allottee/s hereby undertakes to avail the Home Loan from said Bank/Financial Institution and shall make the payment to the Promoter within 15 days. In the event the Allottee/s fails to make the payment to the Promoter as mentioned hereinabove, due to any reason, the Allottee/s hereby agrees to pay interest of 1.5 % per Month from the date of non-payment of the said amount.

**3.6** In case of any financing arrangement entered into by the Allottee/s with any Bank/Financial Institution with respect to the purchase of the

Flat/Unit, the Allottee/s undertake/s to direct such Bank/Financial Institution to and shall ensure that such Bank/Financial Institution does disburse/pay all such installment of total Consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favor of “Wellwisher Apartment Kiarah Terrazo Master Collection Escrow Account No. 57500001049667” payable in HDFC Bank, Vashi- Turbhe Branch, Navi Mumbai.

**3.7** It is hereby expressly agreed to by the Allottees that all the installments of the consideration along with applicable taxes as set out above and all other amounts and monies payable by the Allottee/s to the Promoter under this Agreement shall be made on the due dates and /or as hereby stipulated without delay or default. It is agreed by the Allottees that time in respect each of the payments under this agreement including the installments, other deposits, charges and amounts is and shall always be the essence of the Agreement. In case the Allottee makes any default in payment as agreed by them, the Allottees shall be liable for the consequences of the breach as mentioned hereinbelow.

**3.8** The time for payment of all the above installments/amount on their respective due dates is an essence of this contract/Agreement.

**3.9** The Allottees hereby undertakes to realize the above referred said installments/amount. It is hereby expressly agreed to by the Allottees that all the installments of the consideration as set out above along with applicable taxes and all other amounts and monies payable by the Allottees to the Promoter under this Agreement shall be made on the due dates and /or as hereby stipulated without delay or default.

The said remaining consideration amount shall form the part of loan from bank/financial institution under the said agreement based upon the following:

Sr. No.	Particulars	%	AMOUNT IN RS.	GST	Total
1.	Upon Booking and Registration	10%	Rs. 562609/-	45009/-	607617/-
2.	On Commencement of Plinth	30%	Rs. 1687826/-	135026/-	1822852/-
3.	On Commencement of 1 <sup>st</sup> Slab	10%	Rs. 562609/-	45009/-	607617/-
4.	On Commencement of 3 <sup>rd</sup> Slab	10%	Rs. 562609/-	45009/-	607617/-
5.	On Commencement of 5 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
6.	On Commencement of 7 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
7.	On Commencement of 8 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
8.	On Commencement of 9 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
9.	On Commencement of 12 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
10.	On Commencement of 14 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
10.	On Commencement of 16 <sup>th</sup> Slab	5%	Rs. 281304/-	22504/-	303809/-
11.	On Possession	5%	Rs. 281304/-	22504/-	303809/-

**3.10** The Allottee shall also pay installment default charges and fines in case of default in clearance of installment mandate which shall be without prejudice to the other rights of Promoter in case of this default.

**3.11** The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.

**3.12** The Allottees hereby agrees to pay the escalation on said consideration on following grounds:

- a. Any increase on account of development charges payable to the Competent Authority.
- b. Any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- c. Additional cost/charges imposed by the Competent Authorities.
- d. The Promoter may charge the Allottee/s separately for any upgradation/ changes specifically requested by the Allottee/s in fittings, fixtures and specifications and any other facility.
- e. Increase in any Government and statutory taxes, duties and charges.

#### **4. ADDITIONAL CHARGES:**

The Allottee shall on or before delivery of possession of the said unit, pay to the Promoter further amount:

- (a)** Proportionate share of taxes and other charges/ levies in respect of the society.
- (b)** Deposits and Expenses towards water, electric and other utility and services connection charges.
- (c)** Deposits and Expenses of electrical receiving and sub-station provided in layout.

#### **5. MODE OF PAYMENT:**

- 5.1** All payment shall be made by Allottee by drawing cheque/ DD in the name of “Wellwisher Apartment A/c No. 03022000000240” payable in DCB Bank, Vashi Branch, Navi Mumbai or other account as

Promoter may intimate subsequently to the Allottee. The Allottee shall pay separately pay transfer charges if any and other statutory dues which may be levied from time to time.

- 5.2** The Allottees authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any instructions to the contrary by the Allottees accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottees in respect of the delayed payment and thereafter towards the statutory taxes and thereafter principal amount.
- 5.3** The Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by the Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by the Promoter from Allottee.

## **6. PAYMENT OF STATUTORY DUES AND TAXES:**

**6.1** In addition to the Consideration of said unit mentioned as above, the Allottee shall also liable to pay to the Promoter any statutory taxes (as made applicable from time to time) such as GST/TDS, if any, MSEDC Deposit, water connection charges or any other charges levy, Property taxes from the date of obtaining Occupancy Certificate and other taxes & duty by whatever name called, if made applicable under any law by the Central and/or State Government on this transaction for all times to come. Such payment shall be made by the Allottee/s at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee/s shall make such payment to the Promoter within Ten (10) days of notice of demand from the Promoter.

**6.2** For the purpose of this Agreement,

**a.** “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.

**b.** “GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act/ UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

**c.** “Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.

**6.3** The valuation report charges, Legal charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further,

the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration with prior fifteen (15) days' notice from the Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, Judgement, cost, expenses and penalties that may arise on Promoter due to inaction or non-compliance of obligation under this Agreement or under any other law.

- 6.4** The Allottee/s indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST, TDS whether in present or in future.
- 6.5** Any overdue payments so received will be first adjusted against Interest then towards statutory taxes/dues and subsequently towards outstanding principal amounts

## **7. NOTICE OF DEMAND:**

- 7.1** Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/Email at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from the Promoter. Thereafter the Allottee shall be barred from claiming non receipt of the notice of demand.

## **8. PAYMENT OF BALANCE CONSIDRATION**

Timely payment of balance consideration is within the period of 15 days from the date of registration of this Agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee/s by Promoter only upon receipt of all payments mentioned in this agreement and compliance of all obligations as per this agreement.

## **9. DEFAULT BY ALLOTTEE:**

**9.1** Following shall deemed to be a default on the part of Allottee:

- (a) Default in making timely payment of sums due as mentioned in this agreement;
- (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
- (c) Delay in accepting the possession of the unit within a period of 15 Days of intimation to take possession by the Promoter;
- (d) Refusing/ delay in making signature of society formation or to take membership of society formed.
- (e) Breach of any terms and conditions of this agreement;
- (f) Breach of any law or provisions thereto.
- (g) Obtain forceful occupancy/ possession of said unit before receipt of Occupation Certificate by competent authority or before making payment of sums due as mentioned in this Agreement.
- (h) Default in payment of the maintenance charges, society formation charges or any other charges on time.

**9.2** The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause the Termination of Agreement clause mentioned herein below.

**10. FLOOR SPACE INDEX (FSI):**

**10.1** Notwithstanding anything contained anywhere in this agreement, the Allottee hereby declares, confirms and agrees that:

- a.** The Allottee/s hereby gives his/her consent to the Promoter and the Promoter has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. So also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.
- b.** The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoter only.
- c.** The Promoter shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Allottee/s and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed.

- d. If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the Allottee/s hereby allows the Promoter to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoter may deem fit either on this property and /or any other land of the Promoter, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
- e. Similarly, the Promoter shall be entitled to consume T.D.R. upon the said land as deemed fit by the Promoter and the Allottee/s shall not object to the same in whatsoever manner.
- f. The Promoter alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.

**10.2** Without disturbing area of the unit the Allottee/s agreed to purchase and his/her right on common areas, The promoter shall be entitled to receive compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and / or other piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee.

**10.3** The promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority

## **11. DECLARATION BY THE PROMOTER:**

Promoter hereby declares as follows:

**11.1** 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said unit to the Allottee/s, apply to the concerned local authority for Occupation Certificate in respect of the said unit and obtain the said certificate as per the provisions of the law.

**11.2** The Promoter shall not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local concerned authority delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee/s hereby

indemnifies the Promoter from any claims made for delay on the above count.

- 11.3 The Project amenities are being developed along with the whole project. The building would be completed in phases and handed over to respective societies. The amenities would be handed over to the confederation once whole project is complete and said total land is conveyed to the confederation. The Allottee is entitled to use the amenities as and when they are completed irrespective of formal handing over to confederation provided the Allottee has become the member of society and has taken possession of said unit and paying maintenance charges on time.
- 11.4 That the Promoter is entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The Promoter shall not be liable to pay any fees/charges to the society for placing the said hoardings. The Allottee/s shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards. Further, the Allottee/s hereby undertake and declare that, the Allottee/s shall not remove the said sign boards, signages, neon sign boards even after completion of project and the same shall be maintained by all the Allottees in the said Building at its own cost or at the cost of the society as may be formed.
- 11.5 That the Promoter is entitled to use different design, brand, shape, size and colour material other than that mentioned in the fixture and fittings as annexed hereto as **Annexure-7**, in the event the supply of promised material is withdrawn by the supplier or for any other

reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list.

**11.6** If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to the Allottee, then, wherever possible such defects shall be rectified by the Promoter/Contractor 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 limited to the amount of repairing cost for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him/her/them by the Promoter. In case the Allottee or the occupants of the said unit makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure, (ii) the Allottee and/or its tenants/occupants load heavy luggage in the lift, (iii) Damage any portion of the neighbouring unit or common area by

drilling or hammering etc. and the Allottee shall be responsible to the damages, hammering etc. and the Allottee shall be responsible to the damages of neighbour's Unit and society in that case and (iv) Does not follow the conditions as may be formed by the Promoter or Society, the aforesaid warranty given by the Promoter shall not be invocable. The word defect here shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.

**11.7** If any defects is discovered in the said unit due to any irresponsible or illegal act of the Allottee/s or non-observance of any rules and regulations by the Allottee/s, then, wherever possible such defects shall be rectified by Allottee/s at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to pay to the Promoter and society as may be formed such compensation for such defects.

**12. DECLARATION BY ALLOTTEE:**

Allottee hereby declares as follows:

**12.1** The Allottees hereby declare that since the Allottees have applied for the said Unit for which the Allottees have agreed to pay **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as EMD (down payment) with the execution of this Agreement and the remaining consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid by availing bank loan payable in installments as mentioned hereinabove.

**12.2** The Allottee/s declares that he/she/they has/have given the irrevocable and absolute consent to the Promoter for the additional construction

in the Project and the Allottee/s shall not claim any compensation etc. under any accord from the Promoter in respect of the same even though the Allottee/s has taken the possession of the Flat/Unit. The Allottee/s consent/s that the Allottee/s will not obstruct the balance construction activity of the building in terms of specific binding in terms of agreement for sale.

- 12.3** The Allottee/s hereby understand and consent/s that the Promoter **Mr. Abhijit Chandrakant Bhansali** will be the chief promoter of the society until handover of the whole project i.e. Phase I, Tower 2, (both B & C Wing) & Phase II, Tower 1, (A Wing).
- 12.4** The Allottee/s hereby declares and represents that the Allottee has physically inspected and satisfied and have verified all the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land so as to enable it to convey the said land to the said federation to be formed and after verification of all documents.
- 12.5** The Allottee/s is satisfied with the quality of material used, the brands of hardware and other items used. The Allottee further undertakes not to raise any claim, create any dispute about the construction and the amenities and the material used.
- 12.6** The Allottees shall not in any case interfere with the development activity undertaken in respect of said Project and also more particularly for the said Unit.
- 12.7** The Allottee/s indemnifies the Promoter against any liability that may arise due to any interior work, renovation, fit out carried out by him in the said unit. He will carry out interior of furniture work without

creating nuisance to other unit owners without damaging the lift and stair case and other common areas.

- 12.8** The Allottee/s undertakes that the Allottee shall not put adverse and derogatory news, material and opinion on media in any form or manner about the project or the promoter of the project. Any default by the Allottee/s would be treated as breach of contract and Promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee/s.
- 12.9** The Allottee/s hereby undertakes that he shall abide by the rules of firefighting system as stated in the Occupation Certificate and the fire norms before taking the possession of the said unit.
- 12.10** The Allottee/s declares and assures that they have no claim of any kind on the Promoter. The Allottee further undertakes not to raise any claim on the Promoter hereafter under any law as all obligations of the Promoter stand fulfilled.
- 12.11** The Allottee/s states that from the date of taking over of possession of the said unit the Promoter will not be responsible in case of any damage caused to the unit/building, by accident and on any tampering with the Geometrical sections of the unit/building for any purpose whatsoever, any overloading of the unit/building, lack of upkeep and maintenance, which could not have been envisaged while designing the unit/building for which the projects/unit/building is not designed, any act that is detrimental to the unit/building as a whole.
- 12.12** The Allottee/s is eligible and entitled to Purchase the said Unit and Allottee/s hereby assure, undertake and guarantee that, the Allottee/s

shall use the said Unit or any part thereof or permit the same to be used for purpose of permitted use. The Allottee/s shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space and Amenities which will be provided by the Promoter nor claim any division or sub division of such common area.

**12.13** The Allottee/s hereby gives his/her/their irrevocable consent to the Promoter to mortgage the said unit to financial institutions to recover balance installments under this Agreement. Then the Allottees shall pay the installments which is payable to Promoter directly to the bank. The Allottees agrees to provide and sign all the documents required by bank/financial institution within 7 days from the receipt of the documents from the financial institutions or Promoter by the Allottees.

**12.14** If the Allottee/s wish to make a site visit before possession, prior written permission from Promoter is necessary. The Promoter shall not be responsible for any accident or mishap that may happen on site either to the Allottees or to any of his family members or friends.

**12.15** The Allottee/s shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottee/s shall remedy the default within the period prescribed in this Agreement. The Allottee/s shall not object to the termination/cancellation of this Agreement if the default continues.

**12.16** The Allottee/s shall not be allowed to open a Bar/orchestra services or any such illegal activity which will be forbidden by law or creating nuisance for other occupants of the building.

**12.17** The Allottee/s have perused the revised provisional plan of Nineteen (19) floors and the Allottees have no objection against the Promoter for obtaining revised commencement certificate utilizing the extended and additional FSI/TDR and construction of additional Three (3) floors over the present sanctioned Sixteen (16) floors of Phase I Tower 2 consisting of wing B and C both comprising of Ground + 16 upper floors containing in aggregate 185 residential units and development of Phase-II, Tower No. 1 consisting of wing A comprising of Ground + 3 Parking + 13 upper floors containing in aggregate 124 residential units and 11 shops with proposed additional 3 floors thereby making it Ground+ 3 Parking + Sixteen Upper Floors by the Promoter.

**12.18** The Allottee/s understands and accepts that the Promoter is developing the said entire project in phases. This Agreement is for a particular unit in one building in a particular phase. The right of the Promoter to construct and develop this phase and all other phases remaining building and any portion of the land remains unhindered and the Allottee/s shall not claim exclusive right, title and interest in any portion of building or the land or any phase or constructed/under construction area or amenity space or the FSI on the said total land in the said entire project till the completion of all phases and Conveyance of the said total land to the Federation of the societies.

**12.19** The Allottee/s shall obtain “No Objection Certificate” and “No Dues Certificate” from the Promoter to transfer his/her/their right, title and interest in respect of the said Unit to third party during course of construction of said Project or before possession of said Unit to Allottee/s and till the completion of entire project and conveyance of

the said total land to the society as may be formed. Without obtaining the said certificates any document executed by the Allottee/s in the name of third party shall be treated as ‘void-ab-initio’.

**12.20** The Allottee/s shall not take any objection to the use of additional FSI available to the Promoter either through amendment in the General Development Control Regulations as amended from time to time or from use of TDR on the said entire land.

**12.21** The Allottee/s may consume the water, electricity or any other services in the building, then the Allottee/s shall bear cost of all his share of consumption.

**12.22** That, the Allottee/s have understood and consented to the fact that the Promoter may construct Solar Panel Systems (if required) after the construction of additional Floors over the present sanctioned Floors in the said Project.

**12.23** That, the Promoter will construct STP for the said Project which will be maintained at the cost of the society as may be formed for which the Allottee/s undertakes to follow the rules and regulations formed by Concerned Competent Authority such as Pune Municipal Corporation in this regard.

**12.24** That, the Allottee/s shall be liable to pay outgoings charges in respect of said Project/building for water charges, lights, repairs, salaries, Property Tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the said Project/Building.

**12.25** That the Allottee/s shall be liable to pay D.G. operation charges (Diesel, Oil and Maintenance etc.) or any other additional charges

before installation of M.S.E.B supply is completed in Phase- I, Tower No. 2 consisting of Wing B & C both and Phase – II, Tower No.1, Wing A Building. The Allottee/s shall not have any objection in respect of the same.

**12.26** The Allottees further agreed that the Promoter shall not be liable or required to contribute towards the common expenses, maintenance charges etc. in respect of the unsold units which are unoccupied.

**12.27** The Allottees shall also execute such other document such as Possession Acknowledgment, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.

**12.28** The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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 Unit is situated.

**12.29** That, in case of delay in the supply of permanent water by PMC and electricity supply by MSEDCL, the Allottee/s understands that the same shall be provided by the water tanker or any other sources at the cost of Allottee or at the cost of society of the said Tower and that, the Allottee shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water if sourced from alternate source in the said Project/Building.

**12.30** The Allottees hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not

intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee/s have not relied on the same for his/her/their/its decision to acquire said Flat in the Phase and also acknowledges that the Allottee/s have seen all the sanctioned layout plans and the time schedule of completion of the Project.

### **13. TERMINATION OF AGREEMENT:**

**13.1** 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/their proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the Promoter interest at the rate of 1.5% per month on all the amounts 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 to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of the Promoter's right to terminate this Agreement as per the provisions of this Agreement.

**13.2** Without prejudice to the right of the Promoter to charge interest in terms of sub clause No. 13.1 above, on the Allottee committing default as per clause No. 9 above or as mentioned in this Agreement and on the Allottee committing continuous default even after notice, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, the Promoter shall give notice of fifteen (15) days in writing to the Allottee, by registered post AD / speed post / email at the address provided by the Allottee of his/her 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, the promoter may terminate this Agreement unilaterally.

- 13.3** Upon termination of this Agreement as aforesaid, the Promoter shall refund without any interest whatsoever to the Allottee the payments made by the Allottees till that date (subject to deductions/adjustment of 20% of amount of consideration or Rs.3,00,000/- whichever is higher as liquidated damages and adjustment of amount towards service charge, and interest on delay payment and due amount and amount paid towards Brokerage to the Channel Partner/broker if any, any other taxes). Such refund shall be issued only after the execution and registration of Cancellation/ Termination Deed and or such other documents as may require by the Allottee/s expulsion of the Allottee from the membership of the society.
- 13.4** The Allottee/s further agrees and undertakes that on occurrence of such event of cancellation or termination, the Allottee /s agrees to return all documents (in original) with regards to this transaction to the Promoter, comply with all other requirements of the Promoter as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Cancellation Deed.
- 13.5** The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws of the society, and submit

a copy of termination notice to such society. No separate consent of the Allottee will be required for such expulsion.

**13.6** Upon termination of this Agreement the Promoter, shall be at liberty to dispose off and sell the said unit to any third party or such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event of default as above the Allottee shall not raise any objection in respect of termination made by the Promoter and that the Promoter is authorized to unilaterally register the Cancellation Deed with the concerned Sub Registrar of Assurance *suo-moto* without any recourse to the Allottee.

**13.7** The Promoter is not liable to refund any taxes, Stamp Duty and Registration Fees, other charges and statutory charges, collected from the Allottee.

**13.8** The Promoter may at its own option also approach the authority under RERA or any other competent authority for seeking appropriate order for cancellation of this Agreement.

#### **14. DATE OF POSSESSION AND FORCE MAJEURE:**

**14.1** The Promoter shall give possession of the unit to the Allottee/s on or before **31<sup>st</sup> December, 2024** with grace period of six months or as per date mentioned in RERA. The date of possession is subject to Force Majeure or within 90 days from the date of receipt and realization of all the amounts payable by the Allottee under this Agreement and as human element being involved as well as various permissions from concerned authorities are required to be renewed in completing the construction of the building as well as subject to receipt and

realization of all amounts on time which is payable by the Allottee under this Agreement, and in compliance with all the terms and conditions hereof to the extent applicable by the Allottee and upon receipt of all approvals from competent authority or upon receipt and realization of all the amounts payable by the Allottee under this Agreement whichever is later and upon Allottee filling all documents for formation of society.

**14.2** After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this Agreement, then subject to written demand from the Allottee and intimation of cancellation of allotment of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him/her/them in respect of the said unit with simple bank interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

**14.3** That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of (i) order of any court / authority staying either in full or in part any part of the construction / development on the said total land, (ii) waiting period for receipt of revised development permission/ commencement certificate, (iii) non-availability of construction material (iv) flood, drought, epidemic, any pandemic situation, communicable disease outbreak, any health emergency, volcanic eruption, earthquake, fire, cyclone, explosion, war, or any other calamity caused by nature,

affecting the said entire project or any act of God (v) lockout, lockdown, slowdown, prolonged shortage of supplies, Government restrictions, action or orders prohibiting or impeding either in full or in part any part of the construction / development of the said Project, (vi) delay for required sanctions by Government, Semi Government, Local or Sanctioning Authorities, (vii) Any notice, order, rules, GR, notification of the Government, Government Decree (viii) Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Promoter/s having complied with all requirements, (ix) labour strike, increased input costs, market fluctuations (x) for delay in supply of electricity and/or water by concerned government departments Delay (xi) Any extra work required to be carried out in the said Unit as per the requirement and at the cost of the Allottee/s or (xii) default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter/s to terminate this agreement under clause mentioned hereinabove), (xiii) Any circumstance beyond the control of the Promoter or (xiv) for any other justifiable reason or circumstances.

**14.4** Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Flat and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts including interest if any payable by the Allottee/s under this Agreement, to the Promoter.

**14.5** The Allottee shall take possession of the said unit only after making the full payment of consideration amount and other charges agreed upon including interest if any payable by the allottee to the promoter under this agreement. The Allottee shall pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society upon receipt and realization of all the amounts payable under this Agreement and by executing relevant documents. The Allottee shall take possession of the said Unit within 15 days by paying all amounts dues under this Agreement.

**14.6** After making full payments of all amounts including interest if any payable by the Allottee/s under this Agreement, the Promoter may handover possession of the said unit to the Allottee/s even though electricity and water supply have not commenced by the respective competent authorities. The Allottee/s shall not raise any claim/demand on the Promoter for the delay in getting the supply of electricity and water. The Allottee/s shall bear and pay the charges towards usage of electricity and water for the said unit at their own cost. Upon the Promoter offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

**14.7** The Promoter specifically informed the Allottee/s that, the Said Project is a large project consisting of various phases, Amenities, common areas and facilities and the construction of such Amenities, common areas and facilities will be completed only after completion

of construction of all the buildings/wings in the said Project as per said Layout Plan and considering this aspect it will not give ownership right to the Allottee/s over such Amenities, common areas and facilities but will have only right to use and the Promoter will have total control on all such Amenities, common areas and facilities till conveyance it to Apex body/ Federation. The Allottee/s herein shall have to take the possession of the said Unit and shall not be entitled to refuse or object to take the possession of the said Unit on ground of non-construction of aforesaid Amenities, common areas and facilities in the Said Project. It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Allottee/s, the Allottee/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

## **15. MANNER OF TAKING POSSESSION:**

**15.1** The Allottee/s shall take possession of the Flat/Unit within 15 (fifteen) days from the date Promoter offering possession of the Flat (Intimation of Possession), by executing necessary documents, Indemnities, Declarations and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat/Unit to the Allottee/s upon receiving possession of the Flat/Unit or expiry of the said 15 (fifteen) days from offering of the possession (“Possession Date”), the Allottee shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed.

The Allottee/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Allottee/s.

**15.2** The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten Only) per month per square meter of the Total Area of the Flat (**“Holding Charges”**) and applicable maintenance charges towards unkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of the said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

**15.3** The Allottee/s hereby agree/s that in case the Allottee/s cancel(s)/terminate(s) this Agreement and/or fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled to reserve his right to forfeit the entire amount/s received by the Promoter towards the Flat/Unit along with the Interest on default in payment of Instalments (if any), applicable Taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoter’s obligation of delivering possession of the Flat/Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall

not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat/Unit.

## **16. DEFECT LIABILITY PERIOD:**

**16.1** If the Allottee/s brings to the notice of the Promoter any structural defect in the Flat/Building(s)/Wing(s) within a period stipulated under the relevant laws, it shall wherever possible be rectified by the Promoter without further charge to the Allottee/s. However, the Parties agree and confirm that the decision of the Promoter's Architech shall be final in deciding whether there is any actual structural defect in the Flat/Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

**16.2** After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

**16.3** The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any interior work strictly, in accordance with the rule and regulations framed by the Promoter and without causing any disturbance, to the other Purchasers/Allottees of the apartment(s)/flat(s)/premise(s)/unit(s) in the Building.

**16.4** The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the

Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the apartment(s)/flat(s)/premise(s)/unit(s) or the building(s)/wing(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat/Unit or the Building(s)/wing(s).

#### **17. WATER SUPPLY:**

It is clarified that the Promoter shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by such authorities. The Allottees is/are further made aware that potable water supply is provided by concerned government authorities and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Promoter has not represented to the Allottees or undertaken to the Allottees that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

#### **18. RESERVATION FOR CAR PARKING :**

**18.1** The Allottee has vide request letter dated \_\_\_\_\_, requested for reservation of One Shared Mechanized Stack Car parking (the “*car parking*”) to be used to park its motor vehicle. Accordingly, the Promoter hereby reserves One Shared Mechanized Stack Car parking for exclusive use of the Allottee. The car parking is subject to final

building plan approved by the corporation at the time of grant of Occupancy Certificate and exact parking shall be allotted at the time of parking allotment on the basis of final plan after obtaining possession of the said Unit.

- 18.2** The Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- 18.3** The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the unit Allottee of said unit.
- 18.4** The Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 18.5** The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 18.6** The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

## **19 HOARDING RIGHTS:**

The Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association/apex body/apex bodies and the Allottee/s agree/s not to dispute or object to the same.

The Promoter shall not be liable to pay any fees/charges to the association/apex body/apex bodies for placing/putting up the hoarding/s.

## **20 ADDITIONAL CONSTRUCTION:**

The Allottee/s hereby consents that the Promoter shall be entitled to construct any additional area/structures in the Project as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association/apex body/apex bodies, upon its formation/registration, as the case may be, in accordance with terms of the relevant Laws and the Allottee/s agree/s not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Project Layout.

## **21 AMENITIES SHARING AND MAINTENANCE:**

**21.1** The Allottee understands that the Promoter is developing the said entire land in phases. The amenities sanctioned and proposed will be used by all the Allottees of development on the said entire land. The Allottee here will not claim exclusive right over such amenities. In addition to the amenities sanctioned and shown in lay-out plan annexed as **Annexure-1**, the Promoter may develop the proposed amenities in future. The Allottee here would also be entitled to use such amenities which are proposed and not yet sanctioned if and when developed in terms of this agreement.

**21.2** The Allottee understands that the amenities may not be available immediately on possession of unit or formation of society. The amenities will be developed by developer as and when sanctioned. The Promoter reserves his right to alter, modify, shift the sanctioned amenity shown in the layout plan of entire land. However, no change shall be made to sanctioned amenity as shown in the sanctioned layout plan of the project land which is the subject matter of the development in this agreement without following procedure as laid down under the RERA as applicable at the relevant time.

**21.3** The Allottee shall contribute for maintenance of amenity to the Promoter which are made available from time to time. The Allottee undertakes to contribute his share in a timely manner and without raising any objection.

**21.4** The amenities and the amenities land would be conveyed to a separate "amenity entity" after entire development on said entire land is done. Atleast one person from each society on the said entire land shall represent the respective society. Such amenity entity would maintain the amenities by collecting contribution from each society on the said entire land who shall contribute for the maintenance of the amenity space as decided then by the societies jointly.

**21.5** The Allottee understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of respective land to the confederation. The amenities will be developed by the Developer as and when sanctioned. The Promoter reserves his right to alter, modify and shift the proposed

amenities on any location in the said entire land and the Allottee consents to it.

**21.6** The Allottee shall contribute for maintenance of amenity to the Promoter which are made available from time to time. The Promoter for this purpose shall form the amenity maintenance entity and the Allottee undertakes to contribute his share in a timely manner and without raising any objection

## **22 FORMATION OF SOCIETY:**

**22.1** Each building/wing in said project shall have separate Society and each of the society shall become the member of the confederation of all societies under “Maharashtra Co-Operative Societies Act, 1960. The Promoter shall apply for the formation and registration of a Society as **“Wellwisher Kiarah Terrazo Co-operative Housing Society”** (the “*said society*”) within the prescribed time limit under the MAHA RERA. The Allottees/s shall for this purpose from time to time if required sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the said society and for becoming the member including the bye laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee/s, so as to complete the process of formation of society. Any delays in signing and handing over of documents by the Allottee/s to the Promoter shall not constitute default of the Promoter and the prescribed time period shall extend accordingly.

**22.2** The Allottees shall be expelled from the said society if the Allottees defaults in making timely payments or violates this deed/agreement in any manner. For such expulsion the termination letter from the Promoter shall be sufficient document.

**22.3** That when all the buildings in the said entire land and all phases are developed and completed and the said entire project stands complete in all respects and Occupancy Certificate is received for all buildings on the said entire land including all phases, a separate confederation of all societies shall be formed and each of the society shall become the member of the said confederation/federation/ultimate body by whatever name so called.

### **23 CONVEYANCE TO CONFEDERATION:**

**23.1** The Promoter shall within 24 months of the formation of said society from the date of receipt of complete amount of the said consideration and upon the receipt of the Occupancy Certificate cause to handover the building in the favour of the said society.

**23.2** The Promoter shall convey the said total land to the confederation within 24 (Twenty Four) months from the date of receiving the Occupancy Certificate for the last building in the said entire Projects subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining tenements and parking, if any in the said entire project. The execution of the conveyance of the tenements, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Allottees and the unit being purchased by him *vis a vis* the Promoter.

Provided that, even after conveying the said land to the confederation as mentioned above, the Promoter shall continue to have the rights and entitlement to advertise, book, sell or allot any unsold apartment or building and shall be allowed to do so by the Society /Confederation without any restriction.

- 23.3** The Amenities of the said entire Project shall be conveyed to confederation at the time of conveyance of said total land. The Allottees shall not raise any claim for the use of Amenities till said total land is conveyed to confederation, although the Promoter may at his discretion allow the use of Amenities to Allottees prior to such conveyance.
- 23.4** The charges, costs expenses for conveyance of said total land shall be borne by the confederation and/or the Allottees in proportion to his gross usable area and that the confederation and/or the Allottees shall come forward to accept conveyance of the said total land in the name of the confederation formed within Two (02) months from the date of intimation by the Promoter. This amount is not included in the amount of consideration of the said Unit and shall be calculated and informed to the members of the confederation after obtaining Occupancy Certificate.
- 23.5** The Allottees and the organization of the Allottees shall comply with all requisitions, terms, conditions, directions and formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Control Board etc. and the Rules and Regulations, entered into by the Promoter shall be binding upon the Allottees and on the organization of the Allottees.

**23.6** The Allottees understands and accepts that the development of the said entire land is being undertaken by the Promoter in phases. The Allottees shall not raise any objection to or interfere with the right of the Promoter to develop and sell the other phases on the balance land as and when sanctioned by utilising the FSI as available on the balance land and the TDR and the additional FSI which the Promoter may obtain. The Allottees also understands and accepts that the Allottees of units in other phases in future will also become part of the confederation as and when formed and the Amenities in the Project sanctioned and proposed shall use by all other Allottees also.

## **24 SOCIETY MAINTENANCE CHARGES:**

**24.1** Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee/s taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

**24.2** The Allottees shall pay to the Promoter at the time of possession, an advance maintenance of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** alongwith GST if applicable as “common maintenance charges” for the upkeep and

maintenance of the said Project building which does not include the charges of Property Tax as the Property tax will be paid by the Allottee Only. The Allottees shall draw cheque/ Demand Draft in the name of "**Wellwisher Apartment Taxes A/c No. 03021900007832**" maintained in DCB Bank, Vashi Branch, Navi Mumbai. The amounts so paid by the Allottees to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

- 24.3** After the formation of the Society the Allottee shall bear and pay monthly maintenance charges directly to the Society.
- 24.4** The Promoter or the Society as may be formed shall be entitled to claim interest, on the arrears of maintenance charges from the defaulting Allottees, without prejudice to the other rights and powers of the Promoter/ Society.
- 24.5** The Allottees shall pay such contribution as mentioned above in clauses 24.1, 24.2 & 24.3 at the time of obtaining the said Unit and shall not withhold the same for any reason whatsoever.

## **25 CONFEDERATION CHARGES:**

The Allottees/society shall pay separate federation charges after the federation is formed. The Federation shall utilise the said amount for maintenance and upkeep of common areas and amenities.

## **26 UNSOLD UNITS IN SAID PROJECT:**

- 26.1** The Promoter shall be inducted as a member of said society/confederation for all unsold units and the units sold upon conveyance of said land/total land to the confederation.

**26.2** The Promoter shall be entitled to sell the unsold units including without limitation of parking spaces in said entire Project without any separate permission or consent of Allottees/ society/confederation and the members of society/confederation. The prospective Allottees of such unsold units shall be inducted by the confederation as members and no objection shall be raised either by existing members or society or the confederation.

**26.3** The Allottees or society or confederation shall not be entitled to demand any transfer charge for the transfer of unsold units by the Promoter to prospective Allottees and shall issue NOC if required without claiming/demanding any charges under any count.

**26.4** The Promoter shall also be entitled to car parkings reserved for the unsold units and the society or confederation or Allottees shall not stake claim on such parking.

**26.5** The Promoter shall be entitled to mortgage the unsold units of the said Project with the financial institutions without any separate NOC from Allottees or society or the members of confederation. In case, the NOC or any other document is required by the society/ federation, the society/confederation shall immediately issue such NOC or sign any such documents as may require without demanding any charges or fees etc. from the Promoter.

**26.6** The Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

**26.7** The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all

the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottees and/or users of the apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures situated on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottees /other occupants of the flat(s) / premise(s) / unit(s) in Building(s) constructed on the Project Land.

**26.8** The Allottees hereby consents to the Promoter dividing the stilt areas into parking spaces, store rooms, storage spaces and any other areas as may be decided by the Promoter. The Promoter shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

## **27 POST POSSESSION OBLIGATIONS OF ALLOTTEE:**

The Allottees himself/herself/themselves with intention to bring all persons into whosoever hands the said Unit may come, hereby covenant with the Promoter as follows:-

(a) To maintain the said Unit at own cost of the Allottees in good tenantable repair condition from the date of possession of the said Unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of

the building in which the said Unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other Authority or change/alter or make addition in or to the building in which the said Unit is situated and the said Unit itself or any part thereof.

- (b) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated 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 are likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated. In case any damage is caused to the building in which the said Unit is situated, on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Unit is situated or the said Unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) Not to sub divide or demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion/sewers, drains pipes in the said Unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Unit without the prior written permission of the Promoter and/ or the said society, as the case may be.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Property and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) 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 property and the building in which the said Unit is situated.

(g) 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 said Unit by the Allottees viz; for any purposes other than specified in this Agreement.

(h) 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, drainage, telephone, gas, electricity or any other service/utility connection to the building in which the Flat/Unit is situated.

(i) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Promoter/association/concerned authorities;

(j) The Allottees shall not demand to be compensated for any loss, damage caused by fire, earthquakes, fluctuations in the temperatures, heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Allottees.

(k) The Allottees shall not let, sub-let transfer, assign or part with his/her/their interest or benefit obtained under this Agreement or part with the possession of the said Unit unless it has obtained 'No Dues Certificate' from the Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully

paid up and if the Allottees have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees have requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from the Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the said land is conveyed to the said confederation.

- (l) The Allottees shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the Concerned Local Authority, the Government and other public bodies.
- (m) The Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (n) Till a conveyance of said land and all building in the said entire Project is executed, the Allottees 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

land and buildings or any part thereof to view and examine the state and conditions thereof.

(o) After delivery of possession of the Said unit by the Promoter to the Allottee/s herein in terms of this present, the Allottee/s herein for whatsoever reason desire to grant the use of the Said Unit to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the Society in writing shall be required to be obtained by the Allottee/s herein and further copy of such instrument shall be handed over to the Promoter or society as the case may be. The Allottee/s shall grant the use of the Said Unit on leave and license basis or otherwise to decent family only and further the Allottee/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside/use the Said Unit.

## **28 SATISFIED WITH THE PROMOTER'S TITLE:**

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land/Building and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement

and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

## **29 NAME OF THE SCHEME AND BUILDING :-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the name of the Project of buildings as "**WELLWISHER KIARAH TERRAZO**" and it will be denoted by letters and further erect or affix the board at suitable places as decided by the Promoter herein on a building and at the entrances of the Project. The Allottees or other Unit holders in the building/s or proposed Society/Associations are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**30 CREDIT FACILITY BY THE BANK/FINANCIAL INSTITUTION:**

**30.1** The Promoter hereby declares that, the Promoter shall further be entitled to raise finance/ loan from any bank/financial institution by mortgaging the said Land along with unsold units as security for the purposes of carrying out construction and development at the said land. However it will be the sole responsibility of the Promoter to repay the said loan.

**30.2** The Allottees hereby gives his/her/their express and irrevocable consent to the Promoter to avail any loan from any bank/financial institution/or any other party against the security by mortgage of the whole or part of the Project Land with unsold units, the under construction Building with unsold units in the Project, and the Allottees shall not raise any obstruction and/or impediment and/or any objection for the same.

**30.3** That the Allottee has been intimated about the said project being mortgaged for construction finance to Aditya Birla Housing Finance Limited.

**30.4** The Allottee shall be entitled to raise necessary finance/housing loan and to avail such loan on the security of his/her/its/their respective Unit. However, it will be the sole responsibility of the Allottees to repay the said loan and the Allottees hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss or liability arising from the same.

**31 REGISTRATION OF THIS AGREEMENT:**

**31.1** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society.

**31.2** Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**32 NOTICE:**

**32.1** 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 and the Promoter, by Registered Post A.D/Speed Post/E-mail at his/her address specified below :-

Address of Allottee:-

1) \_\_\_\_\_

E-mail: \_\_\_\_\_

Address of Promoter:-

Shop No 5, Shakti Arcade, Plot No 5 & 6, Sector 19D Vashi, Navi Mumbai-400705

- 31.2** AND upon handing over of the possession of the said unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of unit handed over to the Allottee under this agreement.
- 31.3** 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.
- 31.4** It shall be the duty of the Purchaser/Allottee to inform the Promoter any change in address mentioned above subsequent to the execution of this Agreement failing which all communications and letters posted at the above address shall be deemed to have been received by the Purchaser/Allottee, as the case may be.

## **32 ALLOTTEE UNDERTAKING:-**

- 32.1** The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of land.

**32.2** It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottee of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

### **33 WAIVER NOT A LIMITATION TO ENFORCE:**

**33.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

**33.2** Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**33.3** Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not been construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

**34 BINDING EFFECT:**

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

**35 MATERIAL ADVERSE CHANGE/ CONDITION:**

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

**36 COMPLIANCE OF LAWS RELATING TO REMITTANCES**

**36.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security,

if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**36.2** The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**37 STAMP DUTY AND REGISTRATION FEES AND INVESTOR CLAUSE:**

The Stamp duty, registration charges shall be borne and paid by the Allottee and out of pocket expenses in respect of any other documents

required to be executed by the Allottee in respect of the said Unit shall also be borne and paid by the Allottee alone. Further the Allottee/s has informed the Promoter/s that, the Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of One year from the date of this Agreement. In the event the said Unit is sold or cancelled within One year then the Promotor shall be entitled to received back the stamp duty and registration charges duly borne and paid by the Promotor to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. If the said Flat is sold within the period of One year the stamp duty is not required to be paid on the total consideration of said flat. As per the Maharashtra Stamp (Amendment) Act, 2022 the stamp duty is to be paid only on the additional consideration amount on which the said flat has been sold. Without prejudice to the rights of the Allottee as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he/she/they does not sell it within One year.

### **38 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

## **39 FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

## **40 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.

## **41 ENTIRE AGREEMENT**

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

## **42 JURISDICTION**

All disputes concerning this Agreement shall be subject to the jurisdiction of courts in Pune.

#### **43 RIGHT TO AMEND**

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

#### **FIRST SCHEDULE SAID TOTAL LAND**

All that piece or parcel of Land bearing Survey No. 131/1, having CTS No. 4711 situated at Village: Hadapsar, Taluka: Haveli, Dist: Pune, admeasuring about 7,700 Sq. Mtrs, within the limits of Pune Municipal Corporation and bounded as under:

On or towards North: By C.T.S No. 4712 On  
or towards South: By C.T.S No. 4710 On or  
towards West: By C.T.S No.4713

On or towards East: 30 mtr wide D P Road

#### **SECOND SCHEDULE PHASE - I LAND**

All that piece or parcel of Land bearing Survey No. 131/1, having CTS 4711 situated at Village: Hadapsar, Taluka: Haveli, Dist: Pune, which is shown in the layout, out of total 7,700 sq. mtrs. within the limits of Pune Municipal Corporation and bounded as under:

On or towards North : By C.T.S No. 4712

On or towards South :By C.T.S No. 4710

On or towards West : By C. T. S No. 4713

On or towards East : Phase II of Kiarah Terrazo and

Remaining part of C. T. S No. 4711

### **THIRD SCHEDEULE PHASE - II LAND**

All that piece or parcel of Land bearing Survey No. 131/1, having CTS4711 situated at Village: Hadapsar, Taluka: Haveli, Dist: Pune, which is shown in the layout, out of total 7,700 sq. mtrs. situated within the limits of Pune Municipal Corporation bounded as under:

On or towards North : By C.T.S No. 4712

On or towards South : By C.T.S No. 4710

On or towards West : Phase I Kiarah Terrazo &

Remaining part of C.T.S.

No. 4711

On or towards East : 30 mtr wide D P Road

### **Forth Schedule**

### **SAID PROJECT**

Residential Project known as “Kiarah Terrazo” Phase-II, Tower no. 1 consisting of Wing A comprising Ground + 3 Parking +13 Floors containing in aggregate 124 residential units with 11 shops by utilizing FSI of 6572.98 Sq. Mtrs. out of total FSI of 16082.28 sq.mtrs. inclusive of 540.56 sq. mtrs of MHADA.

### **Fifth Schedule**

## **PROPOSED AMENITIES OF SAID PROJECT**

- a) Swimming Pool
- b) Club House
- c) Gym

### **Fifth Schedule**

#### **SAID UNIT**

Unit No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Phase II, Tower No. 1 consisting of Wing A, having carpet area of \_\_\_\_\_ Sq. Mtr. constructed on all that piece or parcel of Land Survey No. 131/1, CTS No. 4711, Village: Hadapsar, Taluka: Haveli, Dist: Pune, admeasuring about 7700 square meters, Situate within the limits of Pune Municipal Corporation bounded as under:

On or towards North :

On or towards South :

On or towards East :

On or towards West :

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE  
EXECUTED**

**THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST  
ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED BY THE WITHIN  
NAMED  
**OWNER AND CONFIRMING PARTY**

**M/S. AHURA FLUX**, through its Partners Shri. Firdosh Pesi

Press, and

Smt. Khorshed Adarbad Hozdar through its POA holder

**WELLWISHER APARTMENT** through its partner

**MR. ABHIJEET C. BHANSALI**

Photo	Signature	Thumb Impression

SIGNED, SEALED AND DELIVERED BY THE WITHIN  
NAMED  
**PROMOTER**

**WELLWISHER APARTMENT** through its Partner

**MR. ABHIJEET C. BHANSALI**

Photo	Signature	Thumb Impression

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<p>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED <b>ALLOTTEES</b></p>		
<p><b>MR.</b></p>		
Photo	Signature	Thumb Impression

<p><b>In the presence of Witnesses:</b></p>	
1.	<p><b>Signature:</b> <b>Name:</b> <b>Address:</b></p>

2.	<b>Signature:</b>  <b>Name:</b>  <b>Address:</b>
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### **RECEIPT**

RECEIVED with thanks from the Allottee/s, **Mr.**  
\_\_\_\_\_ sum of **Rs.** \_\_\_\_\_ as part payment  
towards Consideration amount upon execution hereof as per terms  
& conditions of this Agreement in respect of Unit No. A-\_\_\_\_\_ on  
\_\_\_\_\_ Floor, in Phase II, Tower No.1 consisting of wing A in the Project  
Known as “KIARAH TERRAZO” Phase I.

<b>Sr. No.</b>	<b>Date</b>	<b>Payment Details</b>	<b>Bank Details</b>	<b>Amount in Rs.</b>
1.				
2				
3				

**The receipt is subject to realization of Cheque.**

**M/S.WELLWISHER APARTMENT**  
**Through its Partner**

**MR. ABHIJIT C. BHANSALI**  
**Accepted by**

**Accepted By**

**MR. \_\_\_\_\_**