



II Shree Gajanan Prasanna II

ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT MADE, ENTERED INTO AND EXECUTED AT PUNE ON THIS _____DAY OF _____IN THE YEAR TWO THOUSAND AND EIGHTEEN

BETWEEN

M/s. RAJNANDINI DEVELOPERS (Pan no. AARFR0986M)

A partnership firm Registered under the Indian Partnership Act 1932 having its registered

Office at: 192/6, pink city road, wakad, pune – 411057

Through its partner's

Mr. VIJAYAKUMAR DATTATRAY PATIL

Age: about 54 years, occu: business

R/At: Plot No Rm 101, A/3, G Block,

Karvir Housing Society, MIDC,

Chinchwad, Pune – 411033

Pan No. ABKPP7243F

Mr. PRAKASH K. TEJWANI

Age: About 54 Years, Occu: Business

R/At: Flat No. 1a Om Geetmala,

Pimpri, Pune – 411017

Pan No. AAGPT6093C

Hereinafter referred to as “**promoters & developers**” (Which expression shall unless excluded by or repugnant to the subject context or meaning thereof be deemed to mean include the said Firm, its present partners, the persons who may be admitted as the partner of the said firm his / her Successor-in-interest, Heirs, Legal Representative, Executors, Administrators, Nominee And permitted Assigns etc.).....The party of the **FIRST** part

AND

1. **Mr.** _____
Age: _____ years
Occupation :- _____
Pan:- _____

2. **Mr.** _____
Age: _____ years
Occupation :- _____
Pan:- _____

Both Residing At:- _____

Hereinafter called and referred to as ‘**THE PURCHASER / ALLOTTEE** (. (Which expression shall unless excluded by or repugnant to the subject context or meaning thereof be deemed to mean include his / her Successor, Heirs, Legal Representative, Executors, Administrators, Nominee And Assigns).....The Party of the **SECOND** Part

AND

Shri. Swapnil Ramdas Kemase & Others through their constitutes power of attorney holders **M/s. RAJNANDINI DEVELOPERS** Through its designated partners

1. Mr. Vijaykumar Dattatray Patil

2. Mr. Prakash Kanwarlal Tejvani

Hereinafter called or referred to as “**THE OWNERS / CONFIRMING PARTIES**” (which expression shall unless it be repugnant to the context, or meaning thereof be deemed to mean and include his heirs, executors, and administrators).....The party of the **THIRD** part

WHEREAS

1. All those pieces & parcels of land or ground bearing **Survey No 144 Hissa No 4 & Survey No 144 Hissa No 5 to the extent of area admeasuring 00 H 29 R i.e. 2900 sq. mtrs. lying being and situates at** village Wakad, Taluka Mulshi, District Pune, and within the jurisdiction of Sub-Registrar, Haveli Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and which is more particularly described in the schedule (I) written hereunder and hereinafter for the sake and brevity called and referred to as “**THE SAID PROPERTIES**” are owned, Possessed by and belonged to the Owner/Confirming party **Shri. Swapnil Ramdas Kemase & Others** as their ancestral property(...Hereinafter referred to as the Owners / confirming party).
2. That the confirming party i.e. the Owner herein **Shri. Swapnil Ramdas Kemase & Others** desirous of develop the said land, entrusted the development rights in respect of said properties to and in favour of the Party of the First Part i.e. the promoter/developer **M/s. RAJNANDINI DEVELOPERS** Through its designated partners **1. Mr. Vijaykumar Dattatray Patil & 2. Mr. Prakash Kanwarlal Tejvani** having experience in the field of development of immoveable properties and marketing of Flats / Units therein and otherwise in the execution of such Projects.
3. Thereafter the confirming party i.e. the owners herein **Shri. Swapnil Ramdas Kemase & Others** have executed Development Agreement to and in favour of the promoter / Developers herein i.e. **M/s. RAJNANDINI DEVELOPERS** Through its designated partners **1. Mr. Vijaykumar Dattatray Patil & 2. Mr. Prakash Kanwarlal Tejvani** on dated 01/10/2014 for the development of the land more particularly described in the schedule-I written herein under. That the said agreement has been registered in the office of the Joint Sub Registrar Haveli No 24 Pune at the serial No 8004/14 on dated 01/10/2014.
4. That the confirming party i.e. the owners herein **Shri. Swapnil Ramdas Kemase & Others** have also executed Power of Attorney in favour of the promoter / Developers herein i.e. **M/s. RAJNANDINI DEVELOPERS** Through its designated partners **1. Mr. Vijaykumar Dattatray Patil & 2. Mr. Prakash Kanwarlal Tejvani** dated 01/10/2014 which is registered in the office of Joint Sub Registrar Haveli No 24 Pune at serial No 8005/14 on dated 01/10/2014.
5. That confirming party i.e. the owners herein **Shri. Swapnil Ramdas Kemase & Others** have handed over vacant possession of the said properties which is more particularly described in the schedule (I) written hereunder to the promoters for the actual development of said properties.
6. That in pursuance of the aforesaid transaction **M/s. RAJNANDINI DEVELOPERS** as aforesaid Promoter / Developers have absolute authority / rights to develop the said properties by constructing multistoried building thereon and have right to sell and/or lease the flats, shops, tenements and allot exclusive right to car parking, terrace reserved /restricted areas, garden area, garage/outhouse, space for advertisement on the terrace/s

space for installation tower/s of the wireless communication on the top of the terrace of the building/s etc. in the building/s which is under construction or to be constructed on the said land by the Promoter and to enter into agreements with the purchaser/s, lessee, allottee etc. and to receive the sale price and deposit and other charges in respect thereof.

- 7 That the promoters have proposed to construct on the said property a new multistoried building of ground and various upper floors and the sale of units to be constructed thereupon.
- 8 That the Promoter has entered into a standard Agreement with an Architect _____ —Architects registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- 9 That the Promoter has appointed a structural Engineer _____ for the preparation of the structural designs and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and structural engineer till completion of the building;
- 10 That Promoters have applied to concern authority of PCMC for layout and building permission in respect of said property (which is more particularly described in schedule I written here-in-under) and accordingly, the said concern authority i.e. PCMC authority has sanctioned said building plans and thereby issued Commencement Certificate No. BP / Wakad / 32 / 2016 dated 20/02/2016 and get revised vide BP/Wakad/135/2017, dated 02/08/2017. While sanctioning the said plan concerned Development Controlling Authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the said properties and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned Development Controlling Authority, if provided in concerned Development Control Rules applicable to the said project.
- 11 That the owner and Promoters have submitted the said plot for NA permission along with all concerned title documents of the subject captioned land to the Hon'ble Tahasildar Mulshi Pune as required under Section 42 A (1) of The Maharashtra Land Revenue Code 1966. Accordingly Hon'ble Tahasildar Mulshi (Paud) Pune vide their order no NA/SR/01/2016 dated 14/12/2016 and issued Sanad in respect of the said land Dated 22/12/2016.
- 12 That the Promoters herein started the construction of the building on the said land as per the sanctioned plan;
- 13 That the promoters herein have floated the ownership scheme on the said land under the name and style of "_____" comprising of various buildings consisting of residential units (hereinafter referred as "**Said Project**") and admeasuring area about _____Sq. mtrs. or thereabouts more particularly described in Schedule-I by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS");
- 14 That the Promoter has proposed to do phase wise construction on the said land more particularly described in Schedule 'I'. The current buildings No A & B is a separate phase as per meaning given in Real Estate Regulation and Development Act, accordingly Promoter is in process of development of multi-storied Building "A" of Basement + Ground + upper _____floors comprising of _____ residential units and Building "B" of Basement + Ground + upper _____ floors comprising of _____ residential units, which is subject to revised time to time as per DC regulation (hereinafter referred as the said building/said project). Present phase/ Buildings are being developed on said land described in Schedule 'I'.

- 15 That authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of the 7/12 extract of the said land or any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Flat/Unit are constructed or are to be constructed have been annexed hereto and marked as Annexure A & B respectively.
- 16 That authenticated copies of the plans of the Layout as approved by PCMC authorities along with commencement certificate have been annexed hereto and marked Annexure C1& C2.
- 17 That authenticated copies of the floor plans approved PCMC authority have been annexed and marked as Annexure C3.
- 18 That the Promoter has registered the project (**EMERALD**) under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Pune on _____ under registration No _____ have been annexed and marked as Annexure 'E'
- 19 That while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- 20 That the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project.
- 21 That the purchaser/s hereinabove being interested in purchasing the below mentioned unit in said scheme approached the promoters herein. The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said land described in the schedule A and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules and regulations made there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the promoter. The Allottee/s has/have satisfied himself/ herself/ themselves in respect of marketable title and rights and authorities of the Promoter herein. After being satisfied about the same the purchaser is entering into present agreement with the promoters herein. That Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of said building/project and the said land there under.
- 22 That Allottee/Purchaser/s herein being desirous of purchasing residential unit has applied to the Promoters for allotment of the **FLAT/UNIT NO. _____**, situated on the _____ **FLOOR**, carpet area admeasuring _____ **Sq. mtrs.** along with usable **enclosed balcony admeasuring _____Sq. mtrs + attached exclusive terraces admeasuring _____Sq. mtrs.**, including allocated right to use of all common restricted areas in the **BUILDING '—'**in the Project known as "**EMERALD**" as shown in the Floor plan thereof hereto annexed and marked for a lump sum consideration of **Rs. _____/- (Rs. _____ Only)**including proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the Open space from property mentioned in Schedule 'I' proposed to be utilized by promoter for construction of amenities and facilities is more particularly described in the Schedule IV respectively.

- 23 That relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- 24 That the present agreement is made and executed relying upon the above mentioned carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.
- 25 That carpet area of the said Flat is —————**square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- 26 That prior to the execution of these presents the Allottee / Purchaser/s has paid to the Promoter a sum of **Rs. —————/- by Cheque no. —————, ————— Bank ————— on Dated —————** being part payment of the sale consideration of the Flat/Apartment agreed to be sold by the Promoters to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing which excludes the charges attributable for stamp duty, registration charges, G.S.T. and any other charges/ taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Apartment by the Promoter/s to the Purchaser/s before or after taking the possession of the said flat/Apartment.
31. That the Promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which said unit is agreed to be sold to the Allottee.
32. That in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat as stated in this agreement.
33. That parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter; and that the Allottee has not given any third party rights to enforce this said agreement unless the said unit is transferred to them.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

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

adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter in compliance of any direction or order etc. issued by the competent authority or statutory authority, under any law of the state or Central Government for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. **Consideration/price of the said apartment:**
- 2.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said **FLAT/UNIT NO. —**, situated on the **———— FLOOR**, carpet area admeasuring **——Sq. mtrs.** along with usable **enclosed balcony admeasuring ——— Sq. mtrs + attached exclusive terraces admeasuring ——— Sq. mtrs.**, including allocated right to use of all common restricted areas in the **BUILDING ‘—’**in the Project known as “**EMERALD**”(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked for a lump sum consideration of **Rs. ———/- (Rs. ————Only)**including proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the Open space from property mentioned in Schedule ‘I’ proposed to be utilized by promoter for construction of amenities and facilities is more particularly described in the Schedule ‘IV’.
- 2.b The promoter hereby agrees to allot to the purchaser single covered car parking space situated on Ground floor for the consideration of - Nil-.Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space.
- 2.c The Allottee has agreed to pay to the Promoter amount of agreed consideration in the following manner:-

No	Percentage	Particulars
1	10.00 %	Booking amount
2	20.00 %	Within 10 days after registration of agreement
3	15.00 %	On completion of Plinth of the building or wing in which the said Apartment located
4	05.00 %	On Completion of 2 nd slab;
5	05.00 %	On Completion of 4 th slab;
6	05.00 %	On Completion of 6 th slab;
7	05.00 %	On Completion of 8 th slab;
8	05.00 %	On Completion of 10 th slab;
9	05.00 %	On Completion of 12 th slab;
10	05.00 %	on completion of the walls, internal plaster of the said Apartment
11	05.00 %	on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment
12	05.00 %	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
13	05.00 %	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located
14	05.00 %	at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate whichever is earlier
	100.00 %	TOTAL

- 2.c1 The Allottee agrees and understands that timely payment towards purchase of the said Apartment as per the payment plan/schedule hereto is the essence of the Agreement.

- 2.c2 It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction / Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.
- 2.c3 The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.
- 2.d The Total Price is escalation-free, save and except increases which the Allottee agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any up-gradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 2.e The Promoter herein on due date/or reaching aforesaid construction stage shall intimate the amount payable as stated above in writing or by digital E-mail / Post / Courier / SMS to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST, LBT and such other taxes, cesses, charges etc. without any delay along with each installment.
- 2.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 05 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 2.g Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters or any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Promoters.
- 2.h The Allottee/Purchaser/s authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.i The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date

when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement. That in such case, the parties hereto agree that nominated surveyor/architect of the promoter be appointed for expert opinion for measuring the said unit / flat and submitting the said details.

- 2.j Promoter herein informed the Allottee that during actual construction the room size or the carpet area of the said apartment may or likely vary up to 3% than as shown in the Schedule B written hereunder in such case neither promoter nor Allottee is entitled to demand or pay any amount to each other.
- 2.k The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.l Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the payment plan in clause 2.c in this agreement.
- 2.m Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/ Demand Draft or online payment (as applicable) in the name of “_____”
- 2.n Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.
3. **Incidental Payments:-** The consideration amount mentioned above includes following amounts:
 - i. Rs. 1,000/- for Society formation.
 - ii. Rs. 600/- Shares money and application entrance fee of the society.
 - iii. Rs. 7,000/- Legal Charges
 - Rs. 8,600/- Total

Promoter shall utilize the said sum to be paid by the Allottee to the promoter towards meeting all the legal costs, including the professional costs of the advocates of the promoter in connection with formation of the society.

Except the amount of balance maintenance if any and the share money, no other amount, expenses shall be transferred to the proposed society and this condition shall be the essence of this contract. Non-payment of amounts mentioned hereinabove shall invoke termination of this agreement as mentioned hereinabove.

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project is as per the plans sanctioned by PCMC authorities and as disclosed on MAHA-RERA website by the promoters. The Promoter has planned to utilize Floor space index by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project and the same will be disclosed on MAHA-RERA website. The Promoters have disclosed the Floor Space Index proposed to be utilized by them on the project Land in the said Project and Allottee/ Purchaser/s has agreed to purchase the said Flat/Unit based on the Proposed construction and sale of Flat/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. That the utilization or non-utilization of the future FSI is at the sole discretion of the promoter. The Allottee/s herein knowing well the above facts and having satisfied with the present and proposed sanction plan hereby tendered his/her/their express consent to the Promoter and no separate permission of the Allottee/s is required for the same.
5. Notwithstanding anything contained anywhere in this agreement, the allottee hereby declares, confirms and agrees that;
 - 5.a The purchaser hereby gives his 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. The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoters.
 - 5.b 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 purchaser/s hereby allows the Promoters to put additional story's and / or consume the balance Floor Space Index in any manner the Promoters may deem fit either on this property and /or any other land of the Promoters, 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.
 - 5.c The residual F.A.R. (F.S.I) of the said land not consumed will be available to the Promoter. Similarly the Promoter shall be entitled to consume T.D.R. upon the said land as deemed fit by the Promoter and the Purchaser shall not object to the same in whatsoever manner.
 - 5.d The Promoters and the confirming party subject to the development agreement 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 for Community Centre, D.P. Road/s, School, Playground etc. The Promoter shall also without any let, hindrance or objection on any account from the Purchaser, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained, but it shall not affect apartment of the purchaser. The Promoter shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Purchaser and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed. The Promoter shall be entitled to, utilize and consume the FAR / FSI originating from the physical area of the said Property, 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 or by any other Act / authority by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.

- 5.e The Promoters shall always have right and The purchaser also gives his consent to the Promoter to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The promoter shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, 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 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.
- 5.f Without disturbing area of the unit the purchaser agreed to purchase and his 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.
- 5.g The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said building and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment/flat which the Allottee herein has agreed to purchase on ownership basis in pursuance of this instrument.

6. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to the Allottee/ Purchaser/s, the Promoter agrees to pay to the Allottee/Purchaser/s, who does not intend to withdraw from the project, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts paid by the Allottee/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/Purchaser/s agrees to pay to the Promoter, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests on all the delayed payment which become due and payable by the Allottee/Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser/s to the Promoter.
- 6.a Without prejudice to the right of promoter to charge interest in terms of sub clause 7 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing total three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:
- 6.b Provided that, Promoter shall give notice of fifteen days in writing by email/Reg AD/Courier/SMS to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or

breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

All notices, letters and communications to be served on the Purchaser/s as contemplated by the Agreement shall be deemed to have been served or sent to the Purchaser/s by prepaid Registered Post at his/her/their address mentioned hereinabove. And notified email Id/under certificate of posting at their respective address specified below

Name of purchaser: Mr. _____

Address of the Purchaser – as stated herein before

Notified Email ID: _____ Notified Cell No:

Promoter name – **M/s.**

Notified Email ID:

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

- 6.c Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser/s after deduction of 10 % of the sale consideration of the apartment as liquidated damages and any other amount which may be payable to Promoter., In the event of termination of agreement as aforesaid the allottee will not be entitle to claim /demand any interest and/or compensation from the promoter. Promoter will make payment of balance amount if any, within a period of thirty working days from the date of termination subject to purchaser execute cancellation deed of present agreement in favour of promoters.
- 6.d For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said Apartment then the Allottee/s herein shall issue a prior written notice to the Promoter as the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.
- 6.e It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title , interest or claim against each other except as provided hereinafter. Accordingly the promoter shall be free to deal with the said apartment as per his choice.
7. **POSSESSION:-**The Promoter shall give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s on or before _____ However, if the Promoter fails or neglects to give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/Purchaser/s the amounts already received by him in respect of the Flat/Unit/Apartment with simple interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The Promoter has specifically explained to the Purchaser/s herein that, all necessary infrastructures and amenities like club-house, covered parking/s etc in the proposed scheme shall be completed on or before _____ but it will not give ownership right to purchaser but will have only right to use and till handing over it to the Apex Body / Federation the promoter will have total control on all such amenities and facilities till handing-over it to Apex body/ Federation.

The Promoter would be developing the aforesaid land in by constructing residential and commercial buildings which shall have common amenities only for the residential unit holders of the said project to be developed on the said entire land.

Provided further that if the promoters fails to give possession of the said unit in accordance of the period mentioned hereinabove, further 6 months period shall be extended/allowed for completing the construction of the said unit in all respect or the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Unit on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- i) War, civil commotion or act of God;
- ii) Any notice, order, rule, notification of the Government and / or other public or competent authority/court.
- iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time which are affecting the development of the project.
- iv) Delay on the part of the Municipal Corporation of Pune / Pimpri Chinchwad or any other Public Body or Authority including the M.S.E.D.C.L in issuing or granting necessary Certificate/N.O.C./permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/ Flat/Unit /road N.O.C.
- v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove).
- vi) Non- availability of steel, other building material, water or electric supply;
- vii) Any other reason beyond the control of the promoter.
- viii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act 2016 for reason where actual work of said project/building could not be carried by the Promoter as per sanction plan due to specific stay or injunction orders relating to the said project from any court of law, Tribunal, competent authority, statutory authority, or due to such circumstances as may be decided by the Authority.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment in accordance with the terms of this Agreement, duly completed by the date specified herein the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

9. **Procedure for taking possession –**

- 9.a The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the (Flat/Unit/Apartment), to the Allottee/Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the (Flat / Unit/Apartment) to the Allottee/Purchaser/s. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/s agrees to pay the maintenance charges to the promoter / apex body and such other charges as may be levied by the government or local bodies including Municipal Corporation or any such authorities as determined by them or the Promoter or association of Allottee/Purchaser/s, as the case may be.
- 9.b Before delivery of possession of the said unit the purchaser/s shall suo-moto satisfy himself/themselves about the physical correctness of the area of the said unit as per plan and agreement and about the quality of construction work, specifications and amenities provided therein. After taking the possession of the said unit the Purchaser/s shall not be entitled to raise any claims and or make any complaint thereof and all the rights regarding the same shall be deemed to have been waived and/or abandoned.
- 9.c The Allottee/Purchaser/s shall take possession of the Flat/Unit/Apartment within 15 days of the written notice from the promoter to the Allottee/Purchaser/s intimating that the said Flat/Unit/Apartment is ready for use and occupancy.

10. **Failure of Allottee to take Possession of said Apartment/flat:**

Upon receiving a written intimation or email or SMS from the Promoter as per clause mentioned, the Allottee/Purchaser/s shall take possession of the said Flat/Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and any other indemnities or documents required by the promoter after receiving of such documents, The Promoter shall give possession of the said Flat/Apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in the clause mentioned in the agreement, such Purchaser/s shall continue to be liable to pay maintenance and all other charges/ taxes as applicable and complete the entire consideration as agreed upon.

However, if the unit purchaser/s makes any changes/ alterations or causes leakage/s or other structural damages during this period which effects the said unit or the other unit or unit/s in the said building directly or indirectly, the same shall be the responsibility of the Purchaser/s and the Promoter shall not be then liable for such defect liability as contemplated in these presents and further the Purchaser/s shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost interest and damages.

11. If within a period of 5 years from the date of completion certificate issued by competent authority the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat/Apartment or the building in which the Flat/Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under this Act.,
- 11.a Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, dry terrace and kitchen etc. which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means

only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc. That it shall be the responsibility of the Allottee to maintain his apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

- 11.b Further where the manufacturer warranty as shown by the developer to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said apartment/unit/building/phase/wing and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. Further provided that defect liability of the promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, lift, security equipment's if any etc. will be as per the warrantee provided by the respective manufacturer/supplier.
- 11.c That the project as a whole has been conceived designed and constructed based on the commitments and warranties given by dealers/manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common projects amenities wherever applicable.
- 11.d That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/unit/building/phase/wing includes minor hairline cracks on the external and internal walls, door frames, window frames excluding the RCC structure which happens due to variation in temperature and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 11.e It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor by promoter who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the apartment/unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- 11.f The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

12. Formation Of Organization Of Apartment Holders:-

- 12a. The Purchaser/s along with other Purchaser/s of Flat/Apartments in the building shall join in forming and registering the Society/Association of apartment holders to be known by such name as the Promoter may decide, and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and the registration of the Society /Association of apartment holders and for becoming a member, including the bye-laws of the proposed Society /Association of apartment holders and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft by-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other competent Authority.
- 12.b Within 15 days after notice in writing (email/reg. A.D. /SMS) is given by the Promoter to the Purchaser/s that the Flat/Apartment is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment) of outgoings in respect of the said land and building/s namely local

taxes, betterment charges, maintenance deposit or such other levies by the concerned local authority and as mentioned below herein or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s mentioned below herein. Until the Society /Association of apartment holders is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined by the promoter The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter amount of **Rs. _____/- (Rs. _____ — Only)**per month towards maintenance charges including G.S.T. for 2 years from completion certificate which will considered as provisional monthly contribution towards the outgoings.

- 12.c The above mentioned maintenance charges shall include but not be restricted to following items for which it is to be utilized:
- i. Housekeeping and cleanliness.
 - ii. Maintenance contracts of lifts, generators, pumping system, water pumps, Tank cleanings, Fire Fighting Equipment's, Solar System.
 - iii. Common electricity bills for common area of buildings.
 - iv. Security charges.
 - v. Gardening charges.
 - vi. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
 - vii. Non-agricultural taxes if any applicable and any other similar taxes
 - viii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
 - ix. Elevator repairs & maintenance contracts along with lift inspection charges.
 - x. Expenses of water as may be required to be purchased from any private sources and all other related expenses.
 - xi. Fire-fighting certification
 - xii. Insurance for building/ Apartments/ equipment's/ machinery, towards theft, fire etc. and any other such expenses,
 - xiii. Wear and tear charges.
- 12.d It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society /Association of apartment holders either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the Allottees.
- i. Society /Association of apartment holders and managing committee administration.
 - ii. Sinking fund
 - iii. Property taxes of individual / Apartments and common amenities etc.
 - iv. Any other taxes, levies, cess etc. of the property,
 - v. Any other statutory charges,
- 12.e The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the proposed project and building . The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society /Association of apartment holders.
- 12.f The allottee has been informed that certain services such as Solar System, Garden are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

- 12.g Such Society / Association of apartment holders or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the promoter/ Society /Association of apartment holders.
- 12.h The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the Society /Association of apartment holders on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.
- 12.i It is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc. shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.
- 12.j The Promoter/s shall keep amount by way of interest free deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 2 year are to be paid by the Flat/Unit Purchaser/s to the Promoter/s. all the members of the Society /Association of apartment holders have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.
- 12.k The Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.
- 12.l The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non-payment by the Allottees.
13. FINAL CONVEYANCE :-
- 13.a On the completion of all the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment/charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, within 1 year from receipt of occupancy certificate of entire building the Promoters and Owners shall convey the structure to Society /Association of apartment holders .

- 13.b The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Ground floor constructed in a Layout of the said land comprised in favour of the proposed Cooperative Housing Society /Association of apartment holders, within 1 year from the receipt of the occupancy certificate of last building/wing in project, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Apartments and parking's, if any.
- 13.c Provided that, after conveying the title to the association of Allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society /Association of apartment holders without any restriction on entry of the building and development of common areas:
- 13.d Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.
- 13.e 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 policies of the Government or local authority
14. **Payment Of Taxes, Cesses, Outgoings Etc.:-**
- 14.a The total price above excludes Taxes (consisting of tax paid or payable by the Allottee by way of Value Added Tax, Service Tax, Cess, or any other similar taxes which may be levied in connection with the construction of and carrying out the said project payable by the Allottee) up to the date of handing over the possession of the Apartment. The Allottee/s herein specifically agreed to pay value added tax (VAT), Service tax on the agreed consideration in respect of the said transactions as and when demanded by the promoters.
- 14.b That promoter precisely explained to the Purchaser/s that, G.S.T has been made applicable from 01st July 2017 and the promoter has already passed on the tax rebate of GST to the purchaser on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. There for the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same in future also.
- 14.c If at any time, after execution of this agreement the P.C.M.C./ Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat / Apartment or the construction for execution of the said agreement or other document registered or the transaction herein, the Allottee has agreed to pay the same together with penalty (if any) and interest from the date of payment by the Promoter.
- 14.d However if the Promoters are required to pay any amount towards Service Tax/VAT /GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, sale

consideration, etc. on behalf of the Purchaser/s, the purchaser/s, agree to reimburse the Promoters for the same together with penalty/interest, if any, from the date of its respective payment by the Promoters. It is agreed that the Promoters shall have the right to claim such amounts along with other claims of compensation /losses/burden undergone/undertaken by them. It is further agreed that the Promoters shall have lien and charge on the said unit for any such amount payable by the Purchaser/s to the Promoters in respect of such Service Tax/VAT /GST/LBT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, sale consideration, etc. relating to the transaction under this agreement.

- 14.e That the promoter agrees to bear and born Goods and Service Tax (GST) against the present transactions.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 15.a The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 15.b The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 15.c There are no encumbrances upon the project land or the Project except those disclosed in the title report and MAHA-RERA website;
- 15.d There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; and will upload/uploaded on MAHA-RERA website
- 15.e All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- 15.f The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 15.g The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement with any person or party with respect to the said Land, including the project and the said (Flat/Unit/Apartment) which will, in any manner, affect the rights of Allottee/Purchaser/s under this Agreement;
- 15.h The Promoter confirms that he is not restricted in any manner what so ever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement;
- 15.i At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 15.j The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till he is liable to pay;
- 15.k No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served up on the Promoter in

respect of the project land and/or the Project except those disclosed in the title report and uploaded/ will upload on MAHA-RERA Website.

- 15.1 The Promoter/s may, till the transfer of the said land and buildings thereon to the ultimate body, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Office of the Collector of Pune, the Government of Maharashtra, MSEDCL, on behalf of the Purchaser/s and whatsoever acts done by the Promoter/s on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.
- 15.m The Promoter/s plan to construct amenities more particularly described in schedule IV on a pre-designated area on the said land on the area co-related to the said land of the promoter and the same has been informed and narrated by the Promoter herein to the Purchasers. The Promoter/s shall be entitled to retain with itself or to transfer the title/possession/use of the said amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoter/s may from time to time decide. Further access to and the facility for the use of such amenities and the appurtenant land shall be regulated by the Promoter/s and/or their successors-in-title but on condition that such access and facility will be available only to the Flat (residential) holders in the building/s and other premises in the layout and to the Flat holders in the building/s which may be developed by the Builders and/or associate concerns of the Promoter/s. Further the facility and the charges applicable to it to the members for use of such shall be subject to the Rules and Regulations as may be framed by the Promoter/s and the Purchaser/s shall abide by the same.
- 15.n The phase wise development of the said project has been made for the convenience of the Promoter/s and Purchaser/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All purchaser/s in all phases and the promoter and his agents and employees, vehicles shall have free access to all phase's i.e. entire project for any reason including construction, marketing etc.
- 15.o The promoter will have right and authority to use any part of land for all construction related activity and ancillary use such as labour camp, warehouse, RMC plants, parking etc. Further the purchaser confirms that till formation of Federation/ Apex the promoter will have right on wells and all water sources in said land and the promoter can use water from said wells and or water sources for construction activities and or for any purpose.
16. The Allottee/s or himself/themselves with intention to bring all persons into who so ever hands the Apartment may come, hereby covenants with the Promoter as follows :-
 - 16.a To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - 16.b Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - 16.c To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which

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

- 16.d Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter or the Society or Association of apartment holders.
- 16.e Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 16.f Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. No clothes shall be hanged out for drying or any other reason by the purchaser/s except within the dry balcony and/ or designated area within his apartment.
- 16.g Not to cover The provisionally allocated open/covered car/ parking area and/or terrace/s and/or garden/and or balcony under any circumstances.
- 16.h Not to install chimneys, hanging telephone, AC and AC-compressors, telex wires, electric connections, fax, tele-printer, computer devices which require external wiring cables, lines, dish antennas except in duct and or place may be provided by the promoter for the same.
- 16.i That Air- Conditioners shall be fixed in the space shown/identified by the Architect of the Promoters and location of the air-conditioners shall be restricted to the above-mentioned space only.
- 16.j The access to the individual units/flats shall be as per the sanctioned plan and/or revised plan from time to time.
- 16.k The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- 16.l Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 16.m To bear and pay local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 16.n The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 16.o The Allottee shall observe and perform all the rules and regulations which the Society or Association of apartment holders or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the

observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Association of apartment holders/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 16.p Till completion of entire project and conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the purchaser/ Co-Operative Housing Society/ Association of Apartment Holder 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 project land or any part thereof to view and examine the state and condition thereof.
- 16.q The purchaser/s agree/s to sign and deliver to the Promoter/s before taking possession of the said Flat/Unit and also thereafter all writing and papers as may be reasonably necessary and required by the Promoter/s for the formation and registration of the Association/ Condominium that shall be formed.
- 16.r That, the Promoter has made it clear to Purchaser/s that it may be carrying out extensive developmental/construction activities in the future in the entire area falling outside the land beneath the footprint of the said Building, in which the said Flat/Unit is located and that Purchaser/s has/ have confirmed that he/ she shall not raise any objection or make any claim any compensation from Promoter account of inconvenience, if any, which may be suffered by him/ her/them due to such developmental/ construction activities or incidental/ related activities.
- 16.s That the Allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the Allottee.
- 16.t That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the promoter and Allottee and the same shall be paid by the both the parties as agreed mutually.
- 16.u That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee to the developer in this regards.
- 16.v That the Allottee hereby agreed to pay Rs. 10,000/- (Rs. Ten Thousand only) as an interest free refundable security deposit at the time of possession for carrying out the interior work/shifting or any other works of any kind to intimate in writing to the concern authority for refund of above deposit once the above mentioned work is completed. It is made clear and agreed that the amount will be deducted from the above amount if any damage / loss will occur to common passage/premises/lift etc. while moving / shifting materials. That if such damage cost goes above the said deposit amount, the purchaser has to bear the additional cost incurred for the repairing/replacing of said damages in case if purchaser is not shifting or moving any material and or actually not shifted in said unit, promoter will refund said deposit.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Association of apartment holders or other body and until the project land is transferred to the Apex Body /Federation as herein before mentioned.

18. Promoter Shall Not Mortgage Or Create A Charge:-

- 18.a After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat/Apartment.
- 18.b The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter but always subject to the terms and conditions of the Joint development agreement dated 04/10/2014.
- 18.c The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- 18.d The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- 18.e However, the Promoter shall always keep the Allottee duly indemnified from repayment of such project loan and/or consequences flowing there from with cost and expenses.

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

20. Purchaser's declarations:

- 20.a The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.
- 20.b The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.
- 20.c As required by the Allottee the Promoter herein has given all information and required documents to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the owner and the right of the Promoters to enter into this Agreement and/or the area of the unit as aforesaid and after being satisfied about the same the purchaser is entering into the present agreement with the promoters herein.
- 20.d The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the present scheme on the said land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner.

- 20.e The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.
- 20.f The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- 20.g All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.
- 20.h The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations. Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availing water connections to the said Apartment, building in the present Project before all concerned Authorities, Government Authorities, semi government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt. etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.
- 20.i The Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoters under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Purchaser, his assignee /transferee shall have no legal right to possess the SAID FLAT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with Purchaser.
- 20.j It is specifically understood by the Purchaser/s that the sample flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.
- 20.k The Allottee herein declares that in the present project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities which has to be operated/ used by the Allottees with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Co-Operative Housing Society/ Association of Apartment Holder shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.
- 20.l The Promoters plan to construct amenities on a pre- designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said amenities are common for residential flat holders in said entire

layout, on the basis of which the Purchaser/s has/have agreed to purchase from the Promoters the said unit under and in pursuance of this agreement.

21. **BINDING EFFECT:-**Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest subject to the cancellation amount.
22. **ENTIRE AGREEMENT:-**This Agreement, along with its and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.
23. **RIGHT TO AMEND:-**This Agreement may only be amended through written consent of the Parties hereto.
24. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:-**It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said apartment, in case of a transfer, as the said obligations go along with the said apartment for all intents and purposes.
25. **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.
26. **Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement:-**Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flats in the Project.
27. **FURTHER ASSURANCES:-**
 - 27.a Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
 - 27.b The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

- 27.c No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- 27.d Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s., and appropriate government authorities.
- 27.e The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.
- 27.f The said Flat/Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the ultimate body as aforesaid) only for purpose of keeping or parking the Purchaser's own vehicle.
- 27.g The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority. The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.
- 27.h During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.
- 27.i The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Purchaser/s.
- 27.j The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- 27.k It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the unit purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters, on the request of the flat purchasers and also at the request of the other unit purchaser herein is keeping a register /record of such allocations/designation/selections of parking to be effected by the flat purchasers from the Co-operative Society /Association of apartment holders. The Promoters have not taken any consideration for such allocation. It is specifically agreed by the Purchasers that if for any reason it be held that such allocation/ designation of parking/s by the Purchasers of the flats among themselves is not proper then the Flat/unit purchasers (including flat purchaser herein) shall be entitled to use entire parking area in common with others and the flat purchaser herein shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said unit/apartment alone. It is agreed that the Promoters nominate the Purchaser herein and other Purchasers of the units sold as the members of the Society /Association of apartment

holders who shall thereupon be entitled to membership and hold rights and authorities equivalent to that of original members therein.

- 27.1 It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment purchasers in the building or scheme. The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

28. Unsold / Unconstructed Units the absolute property of Promoters:

In the event the co-operative housing society of the unit holders being formed prior to the construction, sale and disposal of all the apartments/units in the said project, the rights, interests, entitlements etc. of the said society shall always subject to the overall rights and authorities of the promoter and the confirming party subject to the terms and conditions under joint development agreement dated 04/10/2014, to deal and dispose off and allot such unsold units/ apartments/parking spaces as per their choice and on such terms and conditions and consideration as the promoter may deem fit and proper. It is further agreed and understood by the Allottee/s that the Promoter shall not be liable and/or required to contribute towards the common expenses, maintenance charges etc. in respect of the said unsold premises which are unoccupied.

That even after conveyance deed the Co-Operative Housing Society/ Association of Apartment Holder shall not take any objection to same and shall not ask, demand and take any transfer fee, premium or donation from the said promoters and/or prospective purchasers of the unsold Flats / shops / Units / Parking etc. That Co-Operative Housing Society/ Association of Apartment Holder shall admit the prospective purchasers of the said unsold flats/ Tenement/Parking's as their bonafied member and shall issue share certificate/ NOC's without delay and demand.

29. **Provisions Of This Agreement Applicable To Allottee / Subsequent Allottees:-**It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. That the Allottee/s agrees that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceeding of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specifically dispensed by the Allottee to the Promoter for the same save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee for which consideration has been dispensed.

30. **PLACE OF EXECUTION:-**The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will personally or through his nominated person/power of attorney holder attend such office and admit execution thereof.

31. **NO GRANT DEMISE OR ASSIGNMENT:-** None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF)
32. **Joint Allottees:-**That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
33. **Stamp Duty and Registration:-**The charges towards stamp and Registration of this Agreement and also in future deeds and documents in respect of the said apartment shall be borne by the Purchaser/s. As per the Maharashtra Stamp Act 1958 (Maharashtra Stamp (Amendment) Act 2016, Schedule-1, Article 25 (d) the Purchaser herein has paid stamp duty for **Rs 2,53,300/-**and shall pay appropriate registration fees and expenses thereto. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and Consenting Party herein in favour of the Purchaser. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser. Further the Purchaser/s has informed the Promoter/s that the Purchaser/s may act as an Investor and hence the Purchaser/s reserve his/her/its/their right to claim Stamp Duty set off/adjustment of Stamp Duty paid by the Purchaser on these present in terms of Article 5 (g-a) (ii) of schedule to the Maharashtra Stamp Act 1958 (Maharashtra Stamp (Amendment) Act 2016) in the event the purchaser assigns the benefit of this Agreement and his/her/their/its interest in the said Flat/Unit to a subsequent Purchaser/s Stamp duty herein is affixed on the market value/document value which is more than market value as adjudicated by the Registrar of Assurances, Pune.
34. **Dispute Resolution :-** The parties hereby agree that in the event or there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement the same shall be referred to an Arbitrator in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 as the sole arbitrator and the decision of the said Arbitrator shall be final and binding. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority or Adjudicating officer appointed under Act as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
35. **Governing Law:-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement

36. That present agreement and all its contents have been read and made him/her/them in their local known language as well as in English. The allottee/s have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein. Accordingly the Allottee/s hereby declare/s that he/she/they fully understood the contents of the agreements and the same has been accepted by the purchaser/s herein.
37. That the allottee/s have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; the parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said project.
38. **Special Power Of Attorney:-**That the Promoters / Vendors herein executed the special power of Attorney in favour of _____ which is duly registered in the Office of Joint Sub-Registrar Haveli No — Pune at the serial No. —/18 dated -----.

SCHEDULE – I

(Of the 'LAND' above referred to)

All those piece and the parcel of the property i.e. land to the extent of area admeasuring 00 H 29 R i.e. 2900 sq. mtrs carved from and out of land bearing (1) **Survey No 144 Hissa No 4 area admeasuring 00 Hectar 43 Aar + (2) Survey No 144 Hissa No 5 area admeasuring 00 Hectar 34 R** situated at revenue village Wakad, within the registration division and District - Pune, sub-division and Taluka – Mulshi, and within the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of sub- registrar Haveli Pune and bounded as under:

East : By D.P. Road
 South : By Property of Nandu Bhumkar & Others
 West : By S. No. 144/2 Wakad Pune
 North : By Property of Mr. Pandurang Wakadkar & Others

SCHEDULE - II

(Of the 'FLAT / APARTMENT' above referred to)

A **UNIT/FLAT / APPARTMENT** bearing no. _____, situated on the _____ **FLOOR**, carpet area admeasuring _____ **Sq. mtrs.** along with usable enclosed balcony admeasuring _____ **Sq. mtrs** and attached exclusive terrace admeasuring _____ **Sq. mtrs.** Of the building '____' and along with provisional allotment of _____ covered car parking space no _____ situated on Ground floor of the wing/building A in the Project known as "**EMERALD**" being constructed on or upon land more particularly described in the Schedule - I written hereinbefore and that such allotment shall be subject to ratification by the ultimate body i.e. an association of apartment or a Co-Operative Housing Society, subject to the use of common areas and restricted common areas as shall be specified by the Promoters and owners at the time of execution of the deed of conveyance.

SCHEDULE – III

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces and car parking allotted or that will be allotted to various units by apex body i.e. an association of apartment or a co-op housing society).
2. The footings, RCC structures and main walls of the building, Staircase column in the building.
3. Common drainage, water and electrical lines.

4. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
5. Compound walls, fencing and gates.
6. Lift and Lift well of the said Building.
7. Toilets on the Ground Floor.

(b) RESTRICTED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units;
2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoter as per his discretion or retained by him;
3. Other exclusive and limited common area and facilities as mentioned in the agreement;
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities;
5. land around building and open areas
6. Top Terrace

SCHEDULE – IV
(Applicable for flats only)

a) SPECIFICATION/AMENITIES

1. FOUNDATION :

As per the R.C.C. Consultant's Recommendation.

STRUCTURE

- R.C.C. frame structure
- Brickwork for internal and external walls
- Sand faced cement plaster externally and smooth neeru finished int. Plaster/ Gypsum / pop plaster for internal walls

2. DOORS

- Laminated designer main door
- Flush doors for internal rooms

3. WINDOWS

- Powder coated aluminum sliding windows with M.S. safety grilles with mosquito net for living rooms and & bed rooms.
- Granite / Marble sill for windows

4. KITCHEN

- Granite top S.S. sink for Kitchen Platform
- Provision for water purifier, fridge, microwave and exhaust fan
- Provision for washing machine in dry terrace
- Ceramic designer files dado up to lintel level over platform

5. FLOORING

- 2'X2' vitrified tiles flooring with skirting in rooms
- Antiskid ceramic tiles flooring in toilets and dry terrace.

6. TOILET

- Concealed plumbing with hot and cold arrangement for shower
- Jaquar / equivalent C.P bath fittings
- Well branded sanitary ware
- Colored ceramic tiles dado up to lintel level

7. ELECTRIFICATION

- Concealed Polycab / finolex wiring with modular switches
- Provision for A/C Points in bedrooms and T.V cables in living room.

8. PAINTING

- O.B.D Paints including wall putty for internal side and semi acrylic Paints externally

NOTE: The aforesaid specifications are general and will be provided in residential accommodation only as suitable in accommodation as per the discretion of the promoter. Any additional specification for work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed as aforesaid.

b) DESCRIPTION OF SPECIAL AMENITIES

- Decorative grand entrance gate with security cabin
- Landscaped Garden
- Kids Play Area
- Concrete/ Paved int. driveways and parking
- Ample car parking space
- Automatic lift for each building
- Power backup for lifts, lobbies and common areas
- Designer entrance lobby
- Decorative Compound wall
- Effective firefighting system
- Fire Fighting System
- Video Door Phones
- Provision for Inverter

c) ECO ZONE

- Rainwater harvesting
- Solar Water heating system

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED WITHIN by within named party if the FIRST Part i.e. THE PROMOTERS for themselves and for party of the Third part i.e. the confirming parties as their constituted power of attorney holders i.e. M/s. RAJNANDINI DEVELOPERS Through its designated partners		
Name & Signature	Photo	L.H. Thumb
Mr. Vijaykumar Dattatray Patil		
Mr. Prakash Kanwarlal Tejvani		

SIGNED AND DELIVERED WITHIN by within named party if the SECOND Part i.e. THE PURCHASER/S		
Name & Signature	Photo	L.H. Thumb

IN THE PRESENCE OF Witnesses:

1.

Signature :
Name :
Address :
2.

Signature :
Name :
Address :