

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED
AT PUNE ON THIS DAY OF IN THE
YEAR TWO THOUSAND TWENTY TWO

BETWEEN

RANAWAT PROPERTIES

A partnership firm duly registered under the Indian Partnership Act, 1932, having its office at- Shop No 15 & 16, Center Point, CTS No. 6616, plot No. 491, Mitramandal Chowk, Parvati, Pune-411009

PAN – AAYFR6879A

Through its duly authorized Partner-

MR. VISHAL VILAS JAIN

Age- about 35 years, Occupation- Business

PAN – AGZPJ8115E

AADHAAR NO. _____

HEREINAFTER referred to and called as **‘THE PROMOTER’** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, its present and future partners, survivors of them and their successors, executors, administrators and assigns].

PARTY OF THE FIRST PART

AND

1] **MR./MRS.** -----
Age- about ---- years, Occupation- -----
PAN -----
E-mail ID _____
R/at- -----

2] **MR./MRS.** -----
Age- about ---- years, Occupation- -----
PAN -----
E-mail ID _____
R/at- -----

HEREINAFTER referred to and called as **‘THE ALLOTTEE’** [which expression unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their heirs, successors, executors, administrators and assigns]

PARTY OF THE SECOND PART.

AND

1] **MR. NITIN TUKARAM SHELKE**

- Age- about 38 years, Occupation- Business
PAN – BARPS1316M
- 2] **MRS. NANDINI NITIN SHELKE**
Age- about 28 years, Occupation- Business
PAN – GVDPS2397A
- 3] **MR. TUKARAM NIVRUTTI SHELKE**
Age- about 63 years, Occupation- Business
PAN – ADKPS2269J
- 4] **MRS. SHAKUNTALA TUKARAM SHELKE**
Age- about 59 years, Occupation- Household
PAN – GUOPS4297B
- 5] **MR. VIJAY TUKARAM SHELKE**
Age- about 41 years, Occupation- Service
PAN – AYVPS5017L
Nos. 1 to 5 all r/at- Flat No. B-902, Nisarg Palms Society, Off. Mumbai
Bangaluru Highway, Behind Kothari Toyota Service Centre, Mokaivasti,
Bavdhan, Pune-411021.
- 6] **MR. VISHAL VIVEK YERME**
Age- about 26 years, Occupation- Business
PAN – NYQPY1620D
R/at-Yashodeep Nivas, Shiksha Colony, Opp of Mahesh Path
Santha, Shirur.
- 7] **MR. MADHUKAR SOPANRAO PALMATE**
Age- about 62 years, Occupation- Retired Teacher
PAN – AJIPP9440J
R/At-Rukmenagar, Ahmedpur, Tal-Ahmedpur,
District-Latur, Pin-413515
- 8] **MRS. RAJNI GOPAL MEKHALE**
Age- about 35 years, Occupation- Business
PAN – GBLPM1227H
R/at-At & Post Surgaon, Taluka-Chakur, District-Latur,
Pin-413512
- 9] **MRS. RAVITA SHRIKRISHNA MUSKAWAD**
Age- about 31 years, Occupation- Household
PAN – DQFPM6096G
R/at-B-702, Saffron Avenue, Lane No.2 F, Bavdhan,
Pune-411021

- 10] **MR. SHUBHAM SANDIPAN GOMARE**
Age- about 27 years, Occupation- Service
PAN – BLHPG6472P
R/at-Vitthal Nagar, Khadgaon Road, Latur-413512
- 11] **MR. MAHESH BALAJI BARURE**
Age- about 31 years, Occupation- Service
PAN – BMRPB3818H
R/at-Village-Mohgaon, Tal-Renapur, District-Latur, Pin-413519
- 12] **MR. AKSHAY VIPINCHANDRA UGILE**
Age- about 29 years, Occupation- Professional
PAN – AERPU4790G
R/at-Flat No.101, Om Classic Apartment, Padmanagar,
Barshi Road, Latur-413531.
- 13] **MR. BIPIN SUBODH BET**
Age- about 35 years, Occupation- Service
PAN – AUHPB4903E
R/at-A3, Amruta Apartment, New Pacha Peth, Solapur South,
Solapur-413006
- 14] **MRS. SHWETA YELLAGUNDULA**
Age- about 35 years, Occupation- Professional
PAN – AHWPY9688B
R/at-H. No. 1-6-249/9/1/2, Friends Colony, Fish Market,
Musheerabad, Hyderabad, Telangana-500020.
- 15] **MRS. YOGITA MADHAVRAO WADKAR**
Age- about 28 years, Occupation- Business
PAN – ADOPW7366G
R/at-C/o. Santosh Momingire, Flat No.13, Dangat Corner,
Vikas Nagar, Kiwale, Pune-412101.
- 16] **MR. BHIMSING NAGNATHSING THAKUR**
Age- about 39 years, Occupation- Service
PAN – AKTPT6571C
R/at- At & Post Takviki, Tal & Dist- Osmanabad, Pin-413506
- 17] **MR. SUNIL SHALIKRAO SHINDE (HUF)**
Age- about 40 years, Occupation- Service
PAN – BSTPS2911L
R/at-At & Post Sawargaon, Tal & Dist- Latur-413531.

- 18] **MR. HARISHCHANDRA MADHAVRAO YERME**
Age- about 63 years, Occupation- Agriculturist
PAN – ABEPY3439J
R/at –At & Post Walsangi, Tal – Ahmedpur,
Dist-Latur-413531.
- 19] **MR. RANJIT SUNIL CHAMLE**
Age- about 39 years, Occupation- Services
PAN – AGKPC5625K
R/at –H-24, Mantri Avenue, 2, Panchavati, Pashan Road,
Pune-411021.
- 20] **MR. SUNIL GANPATRAO CHAMLE**
Age- about 60 years, Occupation- Agriculturist
PAN – AMUPC7653F
R/at –Dadoji Konddev Nagar, Khadgaon Ring Road,
Latur- 413531
- 21] **MR. VIKAS SANGRAM CHAME**
Age- about 37 years, Occupation- Service
PAN – AGDPC1565D
R/at –B-203, Windsor-II, Mahindra Royale, Pimpri,
Pune-411018
- 22] **MR. GOVIND DNYANOBA KHANDADE**
Age- about 40 years, Occupation- Service
PAN – ASQPK7612L
R/at –Row House No. 27/11, Sriniketan Motilal Estate,
ChatrapatiChowk, Ausa Road, Latur-413531.
- 23] **MR. VIPUL DEDHIA**
Age- about 41 years, Occupation- Service
PAN – AFYPD8859D
R/At- Flat No.401, DMR Heights, Plot No. 4-5-553 To 561,
Near Badichowdi Vegetables Market, Kutbiguda, Kachiguda,
Hyderabad- 500027.
- 24] **MR. ANUP DNYANOBA SHELKE**
Age- about 36 years, Occupation- Business
PAN – BMEPS5176B
R/at -At& Post Hippalgaon, Tal – Shiruranantpal, Dist-
Latur- 413544.

- 25] MR. SANKET KHEMCHAND OSWAL**
Age- about 37 years, Occupation- Business
PAN – AAFPO7722G
R/at -210/11, Bhawani Peth, Pune-410042
- 26] MR. PAWAN SHYAMSUNDERJI MANTRI**
Age- about 37 years, Occupation- Business
PAN – ALFPM8817P
R/at -602, H2, Gangadham Phase-II, Market Yard,
Pune-411037
- 27] MR. NITIN BHAWARLAL MUTHA**
Age- about 37 years, Occupation- Business
PAN – AIFPM3004R
R/at -133, B.U. Bhandari Building, Nana Peth, Pune-411002
- 28] MR. BHUSHAN RATANLAL JAIN**
Age- about 37 years, Occupation- Business
PAN – AEDP6882L
R/at –A4, Kalyan Society, Mahatma Phule Peth, Pune-411042
- 29] MR. ARVIND GHEVARCHAND JAIN**
Age- about 38 years, Occupation- Business
PAN – AEAPJ2748C
R/at-Flat Nos.28/29, Prathiba Classic Society, 26,
Somwar Peth Pune 411011
- 30] MR. PRAKASH VASANT PATHAK**
Age- about 60 years, Occupation- Business
PAN – AAUPP2776L
AADHAAR NO. 2353 0775 7887
R/At- 101, Saiket Apartment, Opp. Symbiosis School, Prabhat Road,
Lane No. 15, Dabhade Path, Pune-411004.
Siddheshwar Enclave, 2nd Floor, 1088, Shukrawar Peth, Sathe Colony,
Tilak Road, Pune-411002
- 31] MR. SHREEPAD BHALCHANDRA LIMAYE**
Age- about 51 years, Occupation- Business
PAN – ABEPL7718D
AADHAAR NO. 3825 8922 1534
R/At- Shrihari Bungalow, Janata Sahakari Society, Bibvewadi, Pune-
411037
Nos. 1 to 31 through their power of attorney holder –
MR. VISHAL VILAS JAIN

Age- about 34 years, Occupation- Business

PAN – AGZPJ8115E

having address at- Shop No 15 & 16, Center Point, CTS No. 6616, plot No. 491, Mitramandal Chowk, Parvati, Pune-411009;

HEREINAFTER collectively referred to and called as **‘THE CONSENTING PARTY’** [which expression unless it be repugnant to the context or meaning thereof shall mean and include all their heirs, successors, executors, administrators and assigns]

PARTY OF THE THIRD PART.

WHEREAS the Consenting Party herein are the absolute owners of the following lands situated, lying and being at revenue village-**Vadgaon Budruk, Taluka-Haveli, District-Pune** within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune :--

- i] land bearing **Survey No.10, Hissa No.1** admeasuring an area **00 Hectare 56 Ares assessed at 03 Rs. 37 Paise** which is owned by the consenting party Nos. 1 to 29 herein,
- ii] **a portion** admeasuring **2433.83 sq. mtrs.** out of the land bearing **Survey No.13, Hissa No.1A/2 (old Survey No.13A+13B/2)** admeasuring an area **00 Hectare 72 Ares assessed at 04 Rs. 45 Paise** together with the right to utilize and consume the FSI/FAR of the entire land admeasuring **00 Hectare 72 Ares** which is owned by the Consenting Party Nos. 30 to 31 herein.

which is hereinafter collectively referred to as **“the said land”** and is more particularly described in the **Schedule-IA** written hereunder.

AND WHEREAS by **Agreement for Sale, dated-26/04/2022**, the **Consenting Party Nos. 1 to 29** herein agreed to sell and convey the land bearing **Survey No.10, Hissa No.1** admeasuring **5600 sq. mtrs.** and also granted and entrusted the development rights of the same to and in favour of the Promoter herein. The **Consenting Party Nos. 1 to 29** herein also executed a **Power of Attorney, dated-26/04/2022** authorising the partner of the Promoter firm to do all acts, deeds and things mentioned therein. The said **Agreement For Sale and Power Of Attorney, both dated-26/04/2022** have been registered in the office of **Sub-Registrar Haveli No.25 at Sr. Nos. 7655/2022 and 7656/2022** respectively.

AND WHEREAS by **Agreement for Sale, dated-07/04/2022**, the **Consenting Party Nos. 30 and 31** herein agreed to sell and convey the

land admeasuring **2433.83 sq. mtrs.** together with the right to utilize and consume the FSI/FAR of the entire land admeasuring 00 Hectare 72 Ares out of the land bearing Survey No.**13, Hissa No.1A/2** and also granted and entrusted the development rights of the same to and in favour of the Promoter herein. The Consenting Party Nos. 30 and 31 herein also executed a **Power of Attorney, dated-07/04/2022** authorising the partner of the Promoter firm to do all acts, deeds and things mentioned therein. The said **Agreement for Sale and Irrevocable General Power of Attorney, both dated- 07/04/2022** have been registered in the office of **Sub-Registrar Haveli No. 11 at Sr. Nos.7621/2022 and 7622/2022** respectively on the same day.

AND WHEREAS the Promoter herein decided to develop the said property by name of "AURA WATERS" constructing **4 buildings** / wings thereupon viz. A to D. The Promoter is at present constructing A & B wings. The said Wings A & B are being constructed on a footprint of _____ sq. mtrs. The said footprint on which the A & B wings are being constructed is more particularly described in the Schedule-IB written hereunder. The Promoter in due course will commence the construction of the balance buildings.

AND WHEREAS the A-Wing comprises of ____ residential units and ____ floors. Out of which the A-Wing consists of 22 MHADA Units located on second to seventh floor. The B-Wing comprises of ____ residential units and ____ floors.

AND WHEREAS the Promoter herein has appointed **Mr.** _____, having office at _____ as its **Architect** and **Mr.** _____ having office at _____ as its Structural Engineer for the preparation of the drawing and structural design of the building which is under construction on the said property. The Promoter herein has reserved right to change aforesaid Architect and Engineer before the completion of the building.

AND WHEREAS the Promoter may also be appointing electrical/plumbing /mechanical engineer to design the electrical systems of the project such as transformers, cabling, wiring, meter room etc.

AND WHEREAS the Promoter herein has obtained sanction to the building plans and specifications from the Pune Municipal Corporation vide **Commencement Certificate No.** _____ **dated-** _____ which has been later on revised vide **Commencement Certificate No.** _____, **dated-**_____.

AND WHEREAS the Promoter herein has decided to name the project comprising of A & B wings as “AURA WATERS PHASE-I”.

AND WHEREAS the Copy of the Certificate of title issued by the Advocate of the Promoter, 7/12 extract showing the nature of the title of the Consenting Party to the said property on which the buildings consisting of flats etc. are under construction and the copies of the layout, plans, Commencement Certificate and specifications etc. as agreed to be provided have been annexed hereto and marked as **Annexure-A, B, C, D1, D2, E and F** respectively.

AND WHEREAS the Promoter has registered the project “_____” being constructed on the said property under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the **Real Estate Regulatory Authority at Sr. No. _____** and the copy of the certificate issued by the Real Estate Regulatory Authority has been annexed hereto and marked as “**Annexure-H**”.

AND WHEREAS the Allottee herein has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents relating to the said property and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 [Hereinafter referred to as ‘THE SAID ACT’] and rules made thereunder.

AND WHEREAS the Promoter herein has agreed to provide specifications in the said apartment, which are more particularly described in the **Annexure-F** annexed hereto.

AND WHEREAS the Allottee herein is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other apartment/s, apartment/s etc.

AND WHEREAS the Allottee herein applied to the Promoter for allotment of Flat bearing No. _____ admeasuring a carpet area of _____ sq. ft. i.e. _____ sq. mtrs. alongwith the enclosed balcony admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. and adjacent terrace admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. on the _____ floor in _____ wing in the project “_____” and also alongwith the exclusive right to use covered car parking space No. _____ admeasuring _____ sq. mtrs. to be/being constructed on the said

property and more particularly described in the Schedule-II written hereunder and hereinafter referred to as '**THE SAID APARTMENT**'.

AND WHEREAS the carpet area of the said apartment is _____ sq. mtrs. and "carpet area" means the net usable floor area of the apartment, excluding the area covered by the external walls, areas under service 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.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs._____/- [Rupees _____ only]**, being part payment of the sale price of the said apartment agreed to be sold by the Promoter to the Allottee as advance payment (not exceeding 10% of the total consideration amount) (the payment and the receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS this Agreement supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Apartment which may have been entered into before the execution of this agreement.

AND WHEREAS the common areas and facilities within the said buildings have been more particularly described in **Schedule "III"**.

AND WHEREAS the restricted areas and facilities in the said project are more specifically described in **Schedule "IV"**.

AND WHEREAS the Promoter shall have exclusive ownership right and shall future restrict the use of such areas in such manner as the Promoter may deem fit and on the payment of a certain charge/fee/price.

AND WHEREAS u/s. 13 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written Agreement for Sale of the said apartment to the Allottee, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

AND WHEREAS the Allottee herein is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other units etc.

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

AND WHEREAS this Agreement along with its Schedules and Annexure constitutes entire agreement between the parties with respect to the subject matter.

NOW, THEREFORE, THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1] DEFINITIONS:

The parties hereto admit and confirm the definitions of certain terms used in the agreement as follows:--

- 1.1] "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and / or document(s) executed in pursuance thereof.
- 1.2] "Ultimate Body" shall mean the company/condominium/ society/other permissible legal entity to be formed in respect of the entire undivided property underneath the buildings as contemplated in clause 22 hereunder.
- 1.3] "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of execution of this Agreement or thereafter and in each case as amended or modified.

- 1.4] “Approvals” shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be granted by the competent Authorities in connection with the Project / said buildings / said agreement and / or the development thereof.
- 1.5] “CAM Charges” shall mean the “Common Area Maintenance Charges” payable by the Allottee inter alia for the maintenance of the said apartment / Buildings.
- 1.6] “CAM Commencement Date” shall mean the day from which the Allottee will be required to pay CAM Charges from the date of transfer of possession (as specified in clause 16 of this agreement) regardless of when the Allottee takes possession of the said apartment.
- 1.7] "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 or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of Carpet Area.
- 1.8] “Common Areas and Facilities” means and includes the common areas and facilities within the said buildings as well as the said layout as has been described hereinabove.
- 1.9] “Concerned Authority” means and includes Planning authorities as well as other Government authorities.
- 1.10] “Consent” means free and informed consent.
- 1.11] “Conveyance” means and includes conveying the property and buildings as well as the common areas and common facilities within the said buildings to the Society except the restricted areas, facilities and services.
- 1.12] “Covered Parking Space” means the Parking Space allotted to the Allottee at the ground including but not limited to:
- i) The floor slab and foundations thereunder

- ii) The internal surfaces of support walls and lower surface of the ceiling slab above the said car parks.
- iii) All vehicle entrances barriers and all access/ingress ramps, access ways, staircases and the like
- iv) All service installations exclusively serving the said Parking Spaces.

1.13] "Date of Notice of Possession" means the date on which notice to the effect that the said apartment is ready for use and occupancy is duly served by the Promoter in accordance with clause 16 of this agreement.

1.14] "Defect Liability" means and includes the liability against the structural defects in the said apartment/buildings or defect on account of workmanship, quality or provision of service relating to the development of the said apartment/buildings subject to certain exceptions which have been more specifically described in clause 17 of this Agreement. Defect liability does not in any case run against the Allottee.

1.15] "Defect Liability Period" means a period of five years from the date of receipt of the Completion/ Occupancy Certificate for the said buildings as the defect liability runs against the said apartment/buildings and shall commence as soon as the development work with respect to the said apartment/buildings is complete in all respects in accordance with the sanctioned plans which will be certified by the Completion/ Occupancy certificate.

1.16] "Legal Date of Completion" means the legal date of completion of the Project as stated hereinabove.

1.17] "Liquidated Damages" means and includes the damages determined by and between the parties at the time of entering into this agreement that would result due to the termination of this agreement including but not limited to period of opportunity loss and/or reduction in price of the said apartment, administration cost, consultant fees, cost of time and efforts of Promoter and/or the team, from the booking amount or the actual amount paid, (whichever is higher), subject to a maximum of 10% of the sale consideration and taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts.

1.18] "Maintenance Charges" will comprise of maintenance charges for maintaining utilities and facilities as defined hereunder to be contributed by members of various Apartments in the said project.

1.19] "Payment" means the date of credit of the amount in the account of the Promoter.

- 1.20] "Project" means the real estate project _____
- 1.21] "Real Estate Project" in consonance with the definition of the Real Estate Project as is defined under RERA; for the purpose of this agreement, real estate project means and includes "_____" as stated hereinabove registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Pune under Project registration number _____.
- 1.22] "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.23] "Restricted Areas" means and includes such areas in the said layout that will be solely owned by the Promoter in perpetuity as described hereinabove.
- 1.24] "Restricted Services and Facilities" means such services and facilities within the said buildings and the said layout that will be solely owned by the Promoter as described hereinabove.
- 1.25] "Said Apartment" means and includes the said Apartment in the said buildings as stated hereinabove more specifically described in Schedule "II" of this agreement.
- 1.26] "Said Layout" means and includes current sanctioned layout as well as proposed layout as stated hereinabove.
- 1.27] "Structural Defects" shall mean any defect related to the load bearing structure of the Buildings. This shall not include non-load bearing elements or water proofing.
- 1.28] "Substantial Completion": means that stage of completion of the said apartment at which Occupation Certificate is received from the planning authority.
- 1.29] Transfer of the said apartment": shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- a) the said apartment or any part of the right, title or interest therein; and, or,
 - b) the benefit of this Agreement; and, or,

- c) in case the Allottee is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
- d) in case the Allottee is a partnership firm or limited liability partnership, the change in constitution thereof.

The term “Transfer” shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding / subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the said apartment.

2] INTERPRETATIONS:-

- 2.1] Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.2] Persons include companies and all other legal entities.
- 2.3] Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4] References to clauses, Schedules, Annexure and recitals are to clauses, Schedules, Annexure and recitals in this agreement.
- 2.5] Any reference to any specific statute or statutory provision includes references to any statutory modification, extension or re-enactment of such statute or statutory provision and to any byelaws, orders, regulations or other subordinate legislation made under such statute or statutory provision from time to time.
- 2.6] Any covenant by the Allottee not to do any act matter or thing shall be construed as including a covenant by the Allottee that such matter or thing shall not be done.
- 2.7] Where any party to this agreement comprises more than one person then the obligations and liabilities of that party under this agreement shall be joint and several liabilities of those persons.
- 2.8] The words “include” and “including” are to be construed without limitation.

- 2.9] Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.10] The Allottee confirms and warrants that the Liquidated Damages is a genuine / pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages shall be arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the said apartment, among others. The Allottee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.11] In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.12] Any reference to the words “hereof,” “herein”, “hereto”, “hereinabove” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.13] The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3] CONSTRUCTION: -

The sanction to the buildings plans in respect of the buildings which are under construction on the said property has been obtained from the Local Authority and the Promoter herein shall continue to construct and complete the construction of the buildings on the said property in accordance with the plans, designs and specifications approved or to be approved by the concerned Local Authority or within the building construction rules and regulations of the Local Authority.

4] CONSTRUCTION IN ACCORDANCE WITH SANCTIONED BUILDING PLANS:-

The Promoter herein shall construct the said buildings on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

5] CONSIDERATION OF THE UNIT:-

Relying upon the Allottee’s representation and the assurance, the Promoter herein has agreed to sell and the Allottee herein has agreed to

purchase the flat/ residential unit bearing No. _____ admeasuring a carpet area of _____ sq. ft. i.e. _____ sq. mtrs. alongwith the enclosed balcony admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. and adjacent terrace admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. on the _____ floor and also alongwith the exclusive right to use covered car parking space No. _____ in _____ building in the said project known as “ _____ ” and also alongwith the exclusive right to use covered car parking space No. _____ admeasuring _____ sq. mtrs. alongwith the appurtenances thereto and the said apartment along with appurtenance thereto is more particularly described in the Schedule-II written hereunder and is hereinafter for the aforesaid premises referred to or called as **‘the said apartment’** at or for the total consideration of Rs. _____ [Rupees _____ only] which is including the price for the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Schedule-III written hereunder.

The said consideration price is inclusive of following expenses which shall be borne and paid by the Promoter -

- a) share money, application entrance fee of the society.
- b) charges for formation and registration of society etc. i.e. the Ultimate Body.
- c) M.S.E.B./MSEDCL meter deposit, transformer charges, if any, common meter installation charges and misc. expenses etc.

However, the stamp duty and registration fees as well as GST or any new tax that may be levied by the Central or State Government for the sale of the said apartment, the same shall be borne and paid by the Allottee alone.

The nature, extent and description of the common areas and facilities, which are more particularly described in the Schedule-III written hereunder and the Promoter herein has agreed to provide the specifications in the said apartment which are more particularly described in the Annexure–F annexed hereto.

6] PAYMENT IN INSTALMENTS :-

- 6.1 The total agreed consideration as mentioned hereinabove is Rs. _____/- [Rupees _____ only]. The Allottee herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner :-

Percentage	Particulars	Amount
10%	At the time of booking	
20%	Within a period of 30 days from the date of execution of this agreement	
15%	Completion of plinth with stilt car parking	
5%	Casting of --- slab	
5%	Casting of --- slab	
5%	Casting of --- slab	
5%	Casting of ---- slab	
5%	Casting of --- slab	
5%	On completion of walls, internal plaster of the apartment	
5%	On completion of staircases, lift wells, lobbies upto the floor level of the said apartment	

5%	On completion of the external plumbing, external plaster, elevation, flooring, doors and windows, terraces with water proofing of the buildings in which the apartment is located.	
10%	On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	
5%	At the time of handing over of possession of the apartment	
100%	TOTAL CONSIDERATION	

Prior to the execution of these presents the Allottee herein has paid an amount of **Rs._____/- [Rupees _____ only]** to the Promoter being 10% of the total consideration amount as stated in 1st stage hereinabove and the receipt whereof the Promoter herein does hereby admit and acknowledge. The Allottee shall pay the remaining consideration amount of **Rs._____/- [Rupees _____ only]** as per the stages of construction hereinabove.

- 6.2] The Allottee herein shall make the payments of the aforesaid consideration to the promoter by any of the following modes of payment namely demand draft/ cheque/RTGS, before due date or within seven days from the Allottee receiving the written intimation from the Promoter.
- 6.3] The Allottee agrees and understands that timely payment towards purchase of the said Apartment as per the payment schedule specified herein is the essence of the Agreement.
- 6.4] The Promoter shall accept payments only from the accounts of the Allottee and/ or Joint Allottees only. It is clarified that payments received from any third parties/non-Allottees will be returned to the remitter and such payment shall continue to appear as outstanding against the said apartment. Payments will be accepted from Joint/Co- Allottees' accounts, demand draft payment from the bank where the Allottees have taken a

loan for the said apartment, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion:

- i) Payments made by Allottee's family member/ friend (parents, spouse, siblings etc.);
- ii) Payments made by a Company on behalf of the Allottee where such Allottee is a shareholder of such Company;
- iii) Individual making payment on behalf of the company being the Allottee (in case of Company booking);
- iv) Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee's account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee.

6.5] Securitization of the total consideration :

The Allottee hereby grants his irrevocable consent to the Promoter to securitize the total consideration and / or part thereof and the amount receivable by the Promoter hereunder and to assign to the banks/ financial Institutions the right to directly receive from the Allottee the total Consideration and/ or part thereof and / or the amount payable herein. It is future agreed that any such securitization shall not lead to an increase in the total consideration paid by the Allottee for the said apartment and any payment made by the Allottee to the Promoter and/ or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfillment of the obligations of the Allottee under this Agreement to the extent of such payment.

- 6.6] It is hereby agreed that the time for payment as specified above is the essence of this agreement and failure of the Allottee to pay the same before due date or within seven days from the Allottee receiving the written intimation called from the promoter and if failed it shall be deemed that Allottee has committed breach of this agreement and the Promoter shall be entitled to take such actions as they are entitled to take in case of breach / default of this agreement without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments.

- 6.7] The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority local bodies/ government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall

enclose the said notifications/ order/ rule/ regulations published/ issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 6.8] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the buildings 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 (3%) 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 45 days with annual interest @ 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 adjustment shall be made at the same rate as agreed.
- 6.9] The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
- 6.10] The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said apartment and on the said buildings proportionately or the fixtures and the fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications /orders/contracts, from the date of the completion certificate of the said apartment.
- 6.11] In case of any financial arrangement entered into by the Allottee with any financial institution with respect to the purchase of the said apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale Price and the Allottee shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the develop through an account pay order/demand draft drawn in favour of the Promoter herein. Even if the Allottee has obtained a loan from any Bank or Financial Institution for payment of the consideration (or part thereof) in respect of the said apartment, the Allottee shall be solely responsible and liable to ensure timely payment of the consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoter, as and when due, even if the loan

or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.

- 6.12] The Allottee declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the shall be treated as one single person / entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
- 6.13] If at any time post the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues / taxes / cess / charges under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee shall be liable to pay the said additional charges and taxes to the Promoter. The Allottee agrees and confirms to pay the same to the Promoter within 15 days from the date of demand being raised by the Promoter.
- 6.14] In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter on all the amounts within 7 days from the date of receipt of intimation from the Promoter. In the event the said Demand Draft is not tendered within **7 (seven) days** then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any payment cheque, the Promoter has no obligation to return the original dishonoured cheque.
- 6.15] The parties hereby agree that the terms and conditions agreed in this agreement or any other future terms that are mutually accepted between the Allottee and the Promoter and are an understanding between the Allottee and the Promoter, any person who in the future shall stand in the shoes of the Allottee whether due to death, insolvency, default of loan etc shall be equally bound by such terms and conditions.

6.16] The Promoter shall have the first lien and charge on the said Apartment for all its dues, other sums and unpaid due and payable by the Allottee to the Promoter. The Allottee shall not transfer his rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement to the Promoter.

6.17] The present Agreement shall supersede and prevail over all other prior communications, writing and/ or cost sheets which may be agreed and / or executed by and between the parties.

7] OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

7.1] It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept. or any other department at the time of sanctioning of the plans or at the time of granting Occupation certificate.

7.2] The Allottee shall not be entitled to claim possession of the said Apartment until the occupation certificate in respect of the said Apartment is received from the local authority and the Allottee pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Apartment to the Promoter and has paid all the necessary maintenance amount, G.S.T or any other taxes/cess/fees etc. payable under this agreement of the said Apartment to the Promoter and has signed the possession documents, bonds, receipts, etc.

7.3] After receipt of the Occupation certificate from the local authority, the Promoter shall not be held liable on account of:-

- i)
- ii) Addition and/or alteration to the said Apartment/buildings made by the Allottee,
- iii) Any damage to the said buildings by accident,
- iv) Any tampering with the geometrical sections of the said buildings,
- v) Any Act of God,
- vi) Force Majeure,
- vii) Natural wear and tear either due to material or due to temperature variations or weather,
- viii) Problems caused due to lack of maintenance,
- ix) Negligent use of the said Apartment by the Allottee,
- x) Damage to electrical equipment/s due to voltage fluctuations, and/or
- xi) Due to any reason beyond the control of the Promoter.

8] UTILISATION OF F.S.I./ F.A.R./T.D.R. :-

The Promoter hereby declares that, the floor space index available as on date in respect of the said property is _____ sq.mtrs. and Promoter has planned to utilize floor space index of _____ sq. mtrs. in 'AURA WATERS PHASE-I' by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to the said project. The Promoter has disclosed the floor space index of _____ sq. mtrs. as proposed to be utilized by him on the said property in the said project and Allottee has agreed to purchase the said unit based on the proposed construction and sale of units 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.

9] DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The Allottee hereby declares that before the execution of these agreement, the Promoter has made full and complete disclosure and the Allottee has taken full and free inspection of, inter alia the following :--

- a) Nature of the rights, title and interest of the Consenting Party and the authority of the Promoter alongwith the relevant documents as well as encumbrances, if any, known to the Promoter. The Promoter has also requested the Allottee to carry out the search and to investigate the title by appointing his own advocate. The Promoter has also disclosed to the Allottee nature of its right to construct buildings/s.
- b) All the plans and specifications sanctioned by the Local Authority in respect of the buildings in which the said apartment is housed and of the said project/ complex/ scheme proposed to be constructed upon the said property.
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the said apartment hereby agreed to be sold.
- d) All the particulars of design and materials to be used in the construction of the buildings in which the said apartment hereby agreed to be sold is situated.

e) PENDING LITIGATION :-

- i] The previous owners of Survey No.10/1 **Mr. Dilip Dhondiba Gaikwad, Mrs. Sushila Gawali Chopade, Mrs. Vatsala Manik Nikalje and Mrs.**

Baydabai Dadu Ovhal had executed two **Power of Attorneys**, dated-**13/01/2003** and **06/08/2003** in favour of **Mr. Sanjay Tanpure** and **Mr. Prithviraj Gaikwad**. The said **Power of Attorney**, dated-**13/01/2003** has been registered in the office of **Sub-Registrar Haveli No. 16 at Sr. No.268/2003** and the **Power of Attorney**, dated-**06/08/2003** has been registered in the office of **Sub-Registrar Haveli No. 16 at Sr. No.3489/2003**. **Mr. Sanjay Tanpure** and **Mr. Prithviraj Gaikwad** as power of attorney holders of **Mr. Dilip Dhondiba Gaikwad** and others executed an unregistered **Agreement to Sale**, dated-**11/11/2015** in favour of **M/s. Bhat Nagarkar Developers**. **Mr. Dilip Dhondiba Gaikwad**, **Mrs. Sushila Gawali Chopade**, **Mrs. Vatsala Manik Nikalje**, **Mrs. Baydabai Dadu Ovhal**, **Mr. Sanjay Tanpure** and **Mr. Prithviraj Gaikwad** executed a **Deed of Confirmation**, dated-**09/02/2007** in favour of **M/s. Bhat-Nagarkar Developers**. The said **Deed of Confirmation**, dated-**09/02/2007** has been registered in the office of **Sub-Registrar Haveli No.1 at Sr. No.11494/2007**.

ii] **M/s. Bhat Nagarkar Developers** filed a **Special Civil Suit No. 216/2012** in the Court of **Hon'ble Civil Judge Senior Division, Pune** against **Mr. Dilip Dhondiba Gaikwad** and others for specific performance. The said suit was dismissed by the Hon'ble Court by its **Judgment and Order**, dated-**26/02/2014**. Aggrieved by the said **Judgment and Order**, dated-**26/02/2014** **M/s.Bhat Nagarkar Developers** filed **Appeal No. 310/2014** in the Hon'ble High Court of Judicature at Bombay. The said Appeal has also been dismissed by **Judgment and Order**, dated-**09/02/2017** by the **Hon'ble High Court**.

iii] Aggrieved by the said Judgment and Order, **M/s. Bhat-Nagarkar Developers** have filed an **Appeal No. 30364/2017** before the Hon'ble Supreme Court which is pending for adjudication.

There have been no prohibitory orders of whatsoever nature in the said court matter.

The Allottee hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Allottee, with full knowledge thereof, has entered into this agreement. The Allottee hereinafter shall not be entitled to challenge or question the title of the Consenting Party herein and the authority of the Promoter to develop the said property and its right to enter into this agreement.

10] NAME OF THE BUILDINGS AND PROJECT :-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein

has decided to have the name of the project /complex as _____”. The Allottee or other apartment holders in the buildings or his successors are not entitled to change the aforesaid name of the scheme/project/ complex in any circumstances.

11] TIME IS THE ESSENCE OF THE CONTRACT:-

Time is the 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 Allottee after receiving the occupancy or completion certificate. Similarly, the Allottee shall make timely payments of the instalments and other dues. It is hereby agreed that the time for the payment as specified above is the essence of the contract and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter herein shall be entitled to take such action as is entitled to take in case of breach of agreement including termination of the agreement.

12] INTEREST ON UNPAID DUE AMOUNT :-

12.1] Without prejudice to the right of the Promoter to take action of breach arising out of the delay in the payment of the instalments on the due dates the Allottee shall be bound and liable to pay interest as specified in the rules on all the amounts which become due and payable by the Allottee 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 the delay in payments by the Promoter against delay by the Allottee.

Similarly, if the Promoter fails to abide by the time schedule for completing the project and handing over the apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the rules, on all amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

12.2] As per the provision of the application laws, the rate of interest payable by the Promoter to the Allottee and the Allottee to the Promoter, as the case may be, shall be the State Bank of India (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum.

12.3] The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if

SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

13] TERMINATION OF AGREEMENT BY PROMOTER:-

13.1] Without prejudice to the right of the Promoter to charge interest on delayed payment if the Allottee commits default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments or on the Allottee committing breach of any terms and conditions of this agreement, the Promoter shall at its own option, may terminate this Agreement.

13.2] Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has duly served a 30 days' notice in writing to the Allottee of its intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement. If the Allottee defaults in remedying such breach or breaches within the period of the notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement by sending a cancellation letter in the manner intimating him of the specific breach/default or breaches/default of terms and conditions in respect of which the Promoter is terminating this agreement. The Allottee has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the Allottee the instalments of the consideration which the Allottee might have till then paid to the Promoter, but without any interest and only after deducting (i) liquidated damages in addition to any interest at the rate specified herein payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc, (iii) the amount of GST/LBT or any other taxes/cess/ premiums/ levies/ charges/ etc. charged by the Promoter from the Allottee (iv) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee (v) All outgoings, deposit and other charges as specified herein till the date of issuance of the cancellation letter including amounts towards formation of the society/ association of apartment owners (as may be applicable) (v) All amount incurred towards insurance by the Promoter in respect of booking of the said apartment and (vi) Any other amount which may be payable to the Promoter as specified herein within a period of 30 days from the date of registration of the deed of cancellation as mentioned herein below.

- 13.3] If the Allottee herein availed loan against the said Apartment from any financial institute, etc. then in the event of termination, the Allottee herein shall not be entitled to receive the aforesaid refund till the Allottee produces a No Dues Certificate and Release Deed executed by such financial institute to the effect that the encumbrance of loan and any interest due thereon on the said Apartment has been released. Further, the consent from the said bank, financial company, institute, etc. for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter shall be repaid by the Allottee to the bank, financial company, institute, etc. The Allottee shall make aware of this clause to the financial company by separate letter.
- 13.4] In the event of termination, Promoter shall not be responsible to refund any taxes and duties such as GST, LBT, stamp duty, registration charges or any other taxes/cess/fees/charges/ premiums etc. which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
- 13.5] Further, in the event of termination, all the instruments under whatsoever head executed between the parties hereto shall automatically stand cancelled and neither the Promoter nor the Allottee shall have any right, title, interest or claim against each other except as provided hereinabove.
- 13.6] Further it is agreed by the Allottee that on termination for this agreement, the Allottee permits to the resale of the said Apartment and the registration of cancellation of this agreement and/or new registration of the said Apartment on resale. For the purpose of cancellation of this agreement, the Promoter shall present the cancellation deed duly stamped at the proper registration office for registration and the Allottee or his assignee/ nominee/ attorney shall attend such office and admit execution thereof. The stamp duty and registration charges payable on the deed of cancellation shall be borne and paid by the Allottee alone. The Promoter shall not be liable to repay the amount payable unless and until the Allottee confirms the termination by execution and registration of a Deed of Cancellation.
- 13.7] In the event the Allottee is untraceable and/or unreachable and /or do not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date.

13.8] The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages because of the losses suffered due to delay in payment of the balance consideration.

13.9] It is agreed that in the event of termination of this agreement, the sole right of the Allottee would be to obtain refund of payments due to him in the manner specified hereinabove and the Allottee will not have the right to cause stoppage of work of the Project or seek any relief in the nature of restraining the work relating to the said Apartment or the Project nor shall the Allottee seek any claim against the Promoter, and the Allottee specifically waives all such rights, if any, as relating to the said Apartment and the Project.

13.10] The Allottee agrees that dispatch of the cheque/pay order/demand draft from the Promoter towards the said refund by hand delivery / registered post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.

14] **CANCELLATION OF AGREEMENT BY ALLOTTEE:-**

14.1] The Allottee is also made aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to the third parties in event of cancellation of the agreements by the Allottee for any reason whatsoever, the Promoter in addition to and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Allottee for any reason whatsoever the Promoter shall refund the balance, if any, to the Allottee the instalments of the consideration which the Allottee might have till then paid to the Promoter, but without any interest and only after deducting a particular amount towards (i) Period of opportunity loss and/or reduction in price of the said Apartment, (ii) Administration Cost, (iii) Consultant fees, (iv) Cost of time & efforts of directors/team and (iv) any other dues payable to the Promoter as well as interest at the rate as specified in clause- 11 of this Agreement on outstanding amount overdue from the Allottee.

- 14.2] If the Allottee has taken loan from any bank, financial company, institute, etc. then in case of cancellation of the agreement by Allottee, the consent from the said bank, financial company, institute, etc. for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter shall be repaid by the Allottee to the bank, financial company, institute, etc. directly. The Allottee shall make aware of this clause to the financial company by separate letter.
- 14.3] In the event of cancellation by the Allottee, Promoter shall not be responsible to refund any taxes and duties such as GST, LBT, stamp duty and registration charges or any other taxes/cess/fees/charges/etc which were paid to the Government and the Allottee shall apply for refund at his own effort and cost.
- 14.4] The Allottee understands and agrees that in case of mass cancellation of the agreements for sale for any reason other than default on the part of the Promoter, the concerned Allottees shall not be entitled to claim any refund until either the concerned Allottees or the Promoter is able to locate equivalent number of Allottees who are willing and capable to enter into an agreement for sale with the Promoter.

15] SPECIFICATIONS AND AMENITIES :-

The specifications of the said apartment and fixtures, fittings, and amenities to be provided by the Promoter to the said apartment or to the said buildings are described in the **Annexure-F** annexed hereto. If any additional or better quality fittings, fixtures or amenities are provided by the Promoter at the request of the Allottee in the said apartment, and/or the Allottee requests the Promoter to make any changes in the internal plan of the said apartment or in the fixtures or amenities to be provided therein, the Allottee shall be bound to pay the extra price for such additional fittings, fixtures or amenities or for such fittings etc. of superior quality and/or the cost incurred by the Promoter for making such changes for providing different fittings, fixtures and amenities as per the bills raised by the Promoter. The said bill/s raised by the Promoter shall be final. The specifications/amenities may be changed suitably by the Promoter depending on the availability of buildings materials, site conditions and/or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, deeds, matters, services, amenities or extra works for the Allottee other than those expressly appearing in the Agreement. The Promoter shall be entitled to a reasonable extension of time in the period stipulated for completion of the said "apartment" and for handing over possession thereof to the

Allottee under the terms hereof on account of such additional work to be undertaken by the Promoter in respect of the said “apartment”. The Allottee shall not demand any changes in the plan of the premises annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.

16] DELIVERY OF POSSESSION :-

A] DELIVERY OF POSSESSION OF UNIT-

The Promoter herein shall complete the construction of the said apartment in all respects on or before **31/12/2026** and obtain the occupancy certificate. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project. The Allottee shall take possession of the apartment within 15 days of the written notice from the Promoter to the Allottee intimating the said apartment is ready for use and occupancy. On receipt of such notice the Allottee herein shall inspect the said apartment in all respects and get satisfied according to the terms and conditions of this agreement. After Allottee has satisfied himself as aforesaid, at his request the Promoter herein shall give the possession of the said apartment to the Allottee on payment of all dues payable by the Allottee, and the Allottee herein has not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents.

If the Promoter fails or neglects to give possession of the said apartment to the Allottee on account of reasons beyond his control, by the aforesaid date, then the Promoter shall be liable on demand to refund to the apartment Allottee the amounts already received by him in respect of the apartment with interest at the same rate as mentioned in clause- 12 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter herein shall be entitled to reasonable extension of time for completing the construction of the said apartment in all respects on the aforesaid date, if the completion of the construction of the buildings in which the apartment is situated is delayed on account of -

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- (a) War, Civil commotion or act of god
- (b) Any notice, order, rule, notification of the Government and/ or other public or competent 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 of delivery of possession of the apartment, provided that such force majeure conditions are not of a nature which make it possible 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 to 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, the Allottee agrees that he 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.

It shall be expressly agreed that, wherever it is the responsibility of the Allottee to apply and get the necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.

It is further agreed between the parties hereto that, after receiving the possession of the said apartment by the Allottee in pursuance of this clause the Allottee herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter or herein.

The Allottee shall take possession of the apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said commercial apartment is ready for use and occupation. Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the apartment to the Allottee. In case the Allottee fails to take possession within the time such Allottee shall continue to be liable to pay maintenance charges as applicable towards upkeep and maintenance of the Common Areas and Facilities for the period of such delayed period, the said apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

After obtaining the occupancy certificate and handing over physical possession of the said apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the co-op. society or the Competent Authority, as the case may be, as per the local laws.

b] **POSSESSION OF AMENITIES**

That the Promoter is developing the said project in Phase wise and hence the amenities will also be handed over to the association of unit holders in phasewise manner. The common amenities in A & B wings will be handed over on or before 30/09/2027 and the common amenities in C & D wings will be handed over on or before 30/09/2029. Similarly the

open space will also be handed over to the association on or before 30/09/2029.

C] FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT:-

Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the said apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said apartment to the Allottee. In case the Allottee fails or commits delay in taking possession of the said apartment within the time provided hereinabove such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

Possession by the Allottee –After obtaining the occupancy certificate and handing over physical possession of the said apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Co-operative Housing Society or the Competent Authority, as the case may be, as per the local laws.

17] DEFECT LIABILITY:-

17.1] If within the defect liability period of five years from the date of possession, the Allottee brings to the notice of the Promoter any structural defect in the said apartment/buildings or defect on account of workmanship, quality or provision of service relating to the development of the said apartment/buildings, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect. The said responsibility and financial liability of the Promoter towards the Allottee shall be subject to the terms and conditions stated in this agreement being strictly abided by the Allottee. However, the Promoter shall not be held liable for conditions, malfunctions or damage not resulting from structural defects or defects in material or workmanship. The Promoter shall further not be held liable for conditions, malfunctions or damage resulting from failure on the part of the Allottee to fulfill his responsibilities or duties as specified herein or due to failure on his part to exercise due care.

17.2] However, the defect liability of the Promoter will cease to exist in the situations described in **Annexure-G** hereto.

- 17.3] Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the Project and/or unauthorised modifications or additions to the said apartment in particular it is hereby agreed that the Allottee shall not make any alterations in any of the structure which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations/repairs in any of the fittings, pipes, water supply connections or any other alteration/ repairs in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter, any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Provided even when such works are carried out with the written consent of the Promoter, the Promoter shall not be held responsible for any liability including defect liability if such works are carried out by anyone other than authorised personnel of the Promoter. Provided further that the Promoter shall not be held responsible for damage caused due to improper maintenance or operation, negligence, or improper service of fixture, appliances, and items of equipment whether or not components of the cooling, ventilation, heating, electrical, plumbing, or in-house sprinkler systems by the Allottee or his agents.
- 17.4] Further where the warranties and guarantees that may be transferred by Promoter to the Allottee after the execution of this Agreement ends before the defect liability period and such warranties are covered under the maintenance of the said project, and if the annual maintenance contracts are not done/renewed by the Allottee ultimate body, the Promoter shall not be responsible for any defect occurring due to the same.
- 17.5] The Allottee shall not drill holes, break, modify, tamper or meddle in any manner whatsoever with the slabs, walls, beams and columns under any circumstances whatsoever and if any defect liability arises due to the breach of such obligation on the part of the Allottee, the Promoter shall not be held responsible for the same.
- 17.6] That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoters/Manufacturers that all equipment's, fixture and fittings 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 Apartments and the common facilities wherever applicable.

- 17.7] That the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Buildings/Phase/Wing include leakage caused due to wear and tear, damage in the paintings caused due to wear and tear, minor hairline cracks on the external and internal walls, leakage, damage in the painting excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 17.8] Provided further that any deviation in usage/maintenance of the said Apartment in contravention to the User Manual which will be shared with the Allottee on or before the date of transfer of possession of the said apartment, shall amount to default on part of the Allottee towards proper maintenance of the said Apartment/buildings and the Allottee shall not be entitled to claim any compensation against defect liability from the Promoter.
- 17.9] If the Allottee brings to the notice of the Promoter any structural defect or any other defect in workmanship, quality or provision of service after the lapse of the defect liability period, the Promoter shall not be held liable in any manner for such structural defect or any other defect in workmanship, quality or provision of service.
- 18] ADHERENCE TO SANCTIONED PLANS:-**
- 18.1] The Promoter has got sanctioned the layout and buildings plans of the said project by the local authority and obtained NA permission from concerned Government authorities.
- 18.2] The Promoter hereby assures that the Project will be developed and completed in accordance with such sanctioned plans.
- 19] COMPLETION/OCCUPANCY CERTIFICATE/N.O.C's:-**
- 19.1] N.O.C's: The Promoter hereby assures to apply for all N.O.C's from the concerned Government authorities as well as other authorities.
- 19.2] Occupation Certificate: The Promoter hereby assures to apply for Occupation Certificate from the Local Authority.
- 19.3] However, if the local authority /any other authority delays in raising objections or sending reply beyond a period of 21 days after filing of the requisite applications then the same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.
- 19.4] The occupancy certificate shall be made available to the Allottee by the Promoter once the same is received by the Promoter.

20] USE OF SAID APARTMENT AND PARKING:-

The Allottee shall use the said Apartment and every part thereof and/or permit the same to be used only for the purpose of residential use. He shall use the parking space only for the purpose of parking the Allottee's own vehicle/s and not for storage purposes. The Allottee shall not object to the walking or using for movement of the other Allottees through parking area and also shall not object for the overhead or underground pipelines, cables, chambers etc. running through the parking used by him or even otherwise and shall not take objections in future for the maintenance for the said lines and cables.

21] PAYMENT OF WATER CHARGES, ELECTRICITY, TAXES, INSURANCE:-

The Allottee hereby assures to pay necessary water charges, insurance, electricity user meter charges and local authority municipal tax as applicable.

22] FORMATION OF ORGANISATION OF APARTMENT HOLDERS / FORMATION OF LEGAL ENTITY:-

22.1] The Promoter at its discretion may form a co-operative society or an association of apartment owners of all the apartment buyers of the buildings. The Promoter may at its discretion form a single society of all the building / wings or form building wise societies. For the purpose of constituting a society for the said buildings, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Society under the Maharashtra Co-operative Societies Act, 1960 and as per the provisions of the applicable laws. In case of forming an Association of Apartment Owners, the Promoter shall execute necessary Deed of Declaration and submit the property alongwith buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970.

22.2] The Promoter shall, at its discretion, as prescribed under the applicable laws, form an Apex Body in the form of a society after obtaining final occupation certificate of the buildings. This apex body shall be governed by the Maharashtra Co-operative Societies Act, 1960.

22.3] The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the society or Association of Apartment Owners as the accepted terms and also with a view to maintain decorum, beautification of the buildings, open grounds and common facilities, reduce maintenance charges etc.

22.4] The Promoter and Allottee along with other Allottees of Apartments in the said buildings shall join in forming and registering the organisation to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the organisation and for becoming a member, including the bye-laws of the Society to be formulated and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per its commitments to various persons, Allottee and or any other competent authority as the case maybe. This condition is the essence of this agreement.

22.5] Any delay towards affixing signature of Allottee's on the documents pertaining to the Registration and/or formation of the society and procedural delays on account of the Co-operative Societies Department will not be to the account of the Promoter.

23] **CONVEYANCE:-**

23.1] Unless prevented by the circumstances beyond the control of the Promoter, in pursuance of the provisions of the applicable law, it is agreed that the Promoter, on receipt of complete amount of the price of the said Apartment under the agreement from the Allottee, shall, subject to its right to dispose of the remaining/unsold apartments in the said buildings, if any, execute the conveyance of the said buildings along with the common areas and facilities within the said buildings to the society except the restricted areas and facilities within a period of three [3] months after obtaining occupancy certificate of the last building of the entire project. The society shall be required to join in execution and registration of the said conveyance to the society. The costs, expenses, charges, levies and taxes on the said conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne by and paid by the society alone.

In the event if any association of apartment owners is formed, the Promoter shall execute the Deed of Declaration and the deeds of apartments within a period of three months from the date of occupancy certificate of the last building. The stamp duty and registration charges for the deeds of apartments shall be borne and paid by the respective Allottees.

- 23.2] The Promoter further assures that subject to its right to dispose of the remaining unsold apartments in the Project, the entire undivided property underneath, jointly along with the common areas, facilities, utilities and services except the restricted areas and facilities will be conveyed to the Ultimate Body within a period of 3 months upon obtaining final occupation certificate. The Ultimate Body shall be required to join in execution and registration of the said conveyance to the Ultimate Body. The costs, expenses, charges, levies and taxes on the said conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Ultimate Body alone.
- 23.3] It being made expressly clear that the society transfer deed/s/deeds of apartments in respect of the said buildings/project shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the said property and shall be binding upon all the persons who are the holders of their respective Apartments comprised in the Project as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.
- 23.4] The Promoter shall/has retained its rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and property potential allowed and available to be utilized on the said property/said layout or any other property as disclosed in the said agreement. The Promoter shall at its own discretion choose to be a part of the Society/Association of Apartment Owners for the said purpose.
- 24] **MAINTENANCE:-**
- 24.1] The Allottee hereby assures to pay provisional maintenance amount of **Rs. _____ per month** which shall be charged for 24 months in advance by the Promoter in addition to the consideration amount, Taxes & Duties mentioned herein towards maintenance of the Project. It is hereby agreed that the Promoter/ appointed agency shall maintain the Project out of the advance received from the Apartment Allottees. The provisional maintenance amount is an estimate only and may be subject to change. If there are any additional maintenance charges and/or increase in the existing maintenance charges due to actual cost incurred or demand by statutory authority and/or otherwise, any shortfall shall be paid by the Allottee.
- 24.2] Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees, until Promoter hands over the maintenance account of the Project to Society and/or Association of Apartment Owners as the case

may be or till the provisional maintenance amount fund gets exhausted whichever is earlier.

- 24.3] The Promoter may discontinue the maintenance at any time due to any just and sufficient cause after duly serving a notice of fifteen days to the Allottee.
- 24.4] It is agreed and understood by the Allottee that the provisional maintenance amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years.
- 24.5] Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain a separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and this maintenance fund will be used by the Promoter only for maintenance.
- 24.6] Since the Promoter is responsible for providing and maintaining the essential services, it shall determine the procedure for release of maintenance funds to cover expenses and collection, if required, till conveyance of the said buildings to the Ultimate Body. It shall also decide actual utilization of maintenance charges collected from the Allottee at its sole discretion and the Allottee shall not be entitled to challenge the same. Upon conveyance of the said buildings to the Ultimate Body, the Promoter shall hand over the individual buildings maintenance fund and balance (if any) to the Ultimate Body. There will be no interest levied by the Allottee on the Promoter on the maintenance amount.
- 24.7] Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concerned authority then the same shall be considered as material breach of these presents notwithstanding regular payment of consideration amount on agreed dates by the Allottee and a just and sufficient cause to cut off any/all essential service and supply and in such cases Promoter shall not be responsible for the maintenance of the said project.
- 24.8] Up and until conveyance in the manner as specified herein the Allottee shall be liable to bear and pay to the Promoter from the date of handing over the possession of the said Apartment his proportionate share of the CAM charges for the management, maintenance and upkeep of the said buildings and the common areas within it in addition to (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity / HVAC consumption within the said

apartment (ii) Property Taxes, and (iii) local taxes, betterment charges or such other levies by the concerned local authority and/or Govt. NA taxes; such charges shall be paid separately by the Allottee.

24.9] The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until conveyance. For the purpose of this sub- clause possession shall be deemed to have been handed over on the date of the receipt of the Occupation Certificate.

24.10] The Promoter shall provide expense details in connection with the CAM charges at the time of conveyance of the said buildings to the Ultimate Body.

24.11] The Promoter shall be entitled to enter into agreement with any person / company / agency for maintenance of the common facilities of the project for months or year with a view to ensure cleanliness thereof. The Allottee and Association shall be bound by the said contract.

24.12] It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all Apartments should the Society/ Ultimate Body be registered/formed, even then for the unsold apartments the Promoter herein shall not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or required to contribute towards the common expenses/outgoings/maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. Also the Allottees of such apartments shall be liable to pay outgoings/maintenance from the date of delivery of possession.

25] PAYMENT OF STAMP DUTY, REGISTRATION FEE ETC:-

The Allottee herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and all other agreements, final conveyance which is to be executed by the Promoter in favour of the Allottee and/or the co-op. society.

26] REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

26.1] The Promoter hereby represents and warrants to the Allottee/s as follows:-

The Consenting Party has a clear and marketable title to the said property, as declared in the title report annexed to this agreement and Promoter has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the project.

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.

There are no encumbrances upon the said property or the project except those disclosed in the title report.

- 26.2] There are no litigations pending before any court of law with respect to the said property or project except those disclosed in the title report.
- 26.3] All approvals, licenses and permits issued by the competent authorities with respect to the project, said property and said buildings 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, said property and said buildings 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, said property, buildings and common areas.
- 26.4] 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/s created herein, may prejudicially be affected.
- 26.5] The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said property, including the project and the said apartment which will, in any manner, affect the rights of the Allottee/s under this Agreement.
- 26.6] The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement.
- 26.7] At the time of execution of the conveyance deed of the structure to the association of apartment Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s.
- 26.8] The Promoter has duly paid and shall continue upto the date of completion 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.

26.9] No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

27] COVENANT TO SALE:-

The said Apartment is agreed to be sold, subject to:-

27.1] Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said property.

27.2] Its present use as residential use and /or other permissible uses i.e. such uses which have not either expressly or impliedly been prohibited under the terms and conditions of this Agreement.

27.3] Any relevant and necessary covenants as have been stated herein for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the buildings thereon) in general and for the benefit of any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said property.

27.4] All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining property Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences, boundaries and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden, hereof.

27.5] All the terms and conditions as stated herein including the Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said property, Order of conversion, environmental clearance, Airforce NOC or any other such orders/NOCs any other orders relating to the said property.

27.6] For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said buildings/project and/or any part/s thereof; the Promoter shall in such manner as may be desired by the Promoter, shall be entitled to grant upon or in respects of any portion/s of the said

buildings/project, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and any other services in the said property and/or any part/s thereof right of use and enjoyment of all facilities and areas provided and/or agreed to be provided in the said property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

- 27.7] It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping in mind the rights and obligations reserved and vested unto each and therefore the Allottee shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.
- 27.8] The Allottee shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said buildings/ project or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Allottee's sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- 27.9] That the Promoter shall not be liable for any natural calamity or manmade occurrences which could not have been envisaged while designing the said buildings for which the said buildings is not designed, any act that is detrimental to the said buildings as a whole including natural wear and tear either due to material or due to temperature variations or weather.
- 27.10] The Promoter shall have the first charge and/lien on the said Apartment in respect of any amount payable by the Allottee to the Promoter under the terms and conditions of this Agreement.
- 27.11] Provided that the Promoter does not in any way affect or prejudice the rights hereby granted in favour of the Allottee in respect of the said Apartment, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off its right, title and interest in the said property or in the said buildings/project after obtaining prior written consent from the needed number of Allottees and the prior written approval of the Maharashtra Real Estate Regulatory Authority.
- 27.12] It is hereby made clear that the furniture layout, plans, designs, images, colour scheme, specifications, amenities and facilities, elevation

treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement. The same has been clarified in the brochures by way of a disclaimer.

27.13] The Promoter shall be entitled to allot by way of lease or license any portion of the said property to any Government / Semi Government / Local authority / MSECDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee shall not be entitled to raise any objection or grievance regarding the same.

27.14] The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the Project for the construction work and completion of other works like laying drainage line, water line, or electrical line etc. of the other project/s in the said layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee is aware of this and hereby permits for the same. The Allottee shall not obstruct in any manner activities of Promoter.

27.15] The Promoter has not undertaken any responsibility nor has orally or otherwise agreed to anything more with the Allottee and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

28] RIGHTS INCLUDED IN THE SAID APARTMENT:-

28.1] The right to the benefit of the covenants entered into by the Allottee with the Promoter for the observance and performance of the covenants.

28.2] Such rights of access to and entry upon said property as are necessary for the proper performance of the Allottee's obligations hereunder or for the repair, decoration, maintenance or inspection of the said Apartment. The Allottee in exercise of such rights shall cause as little damage as possible and make good any damage caused as soon as shall be reasonably practicable.

28.3] The Promoter as well as the Allottee shall have the right to use free passage and running of water, soil, gas, electricity, telegraphic and other services from and to the said Property with all easements, rights and privileges necessary and proper for inspecting, cleaning, repairing, maintaining and reinstating the said Apartment except any restricted facilities provided by the Promoter.

28.4] The right for the Allottee or his employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the said apartment (and any allotted/exclusive use of parking space) only with or without vehicle (as appropriate) over and along such parts of the Access ways and Communal Areas and common parts as shall provide access to and egress from the said apartment.

28.5] The Allottee shall have the exclusive right to the balcony/terrace appurtenant to the Apartment.

29] PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this agreement, it shall not mortgage or create a charge on the said apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such apartment. The Promoter has already informed the Allottee that, the Promoter has availed project finance from _____ for causing construction on the said property. The entire liability and responsibility of payment of the said loan shall lie upon the Promoter alone. The Promoter herein has obtained the NOC, dated _____ from _____ stating its no objection for sale of the said apartment by the Promoter to the Allottee herein.

30] THE ALLOTTEE FOR HIMSELF WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS DOTI HEREBY COVENANT WITH THE PROMOTER FOR THE SAID BUILDINGS AS FOLLOWS:-

SPECIFIC COVENANTS BY THE ALLOTTEE:

30.1] The Allottee shall not carry out any external changes in the elevation, design structure and colour scheme of the buildings in which the said apartment is situated including but not limited to providing canopy, M.S. Grills, changing the bent or any other modifications.

30.2] The Allottee shall permit the Promoter and his surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said property and buildings/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said property/buildings even after the Allottee is put in possession of the said Apartment during the defect liability period.

- 30.3] That any nominated surveyor/architect appointed for specific purpose stated herein, the fees of which shall be mutually decided by and between the Promoter and the Allottee and the same shall be paid by the Allottee as agreed mutually.
- 30.4] The Allottee shall not carry out any alterations of whatsoever nature in the Project and/or unauthorised modifications or additions to the said apartment in particular it is hereby agreed that the Allottee shall not make any alterations in any of the structure which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations/repairs in any of the fittings, pipes, water supply connections or any other alteration/repairs in the bathroom, toilet which may result in seepage of the water without the written consent of the Promoter. Provided even when such works are carried out with the written consent of the Promoter, the Allottee alone shall be responsible if any damage/loss is caused on account of such works being carried by anyone other than authorised personnel of the Promoter.
- 30.5] The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the said buildings constructed as per the sanctioned plan.
- 30.6] It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Society is entirely the responsibility & liability of the Society. The Society has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Society and/ or the service providers.
However, until the Society is formed and the said buildings is conveyed to it all such matters shall be the responsibility and liability of the Promoter. The Promoter has to handle all the financial and other matters with such service providers. The Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of such services.
- 30.7] Nothing contained in these presents shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever into or upon the said property or the buildings. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Society.

- 30.8] The Allottee hereby agrees and undertakes that he shall pay the insurance premium of the said apartment and proportionate area of the Project, from such date as intimated and instructed by the Promoter.
- 30.9] For the purpose of providing external development in the Project, the Promoter will be applying to the concerned authorities for giving separate water connections for buildingss and electricity meters connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department in the interim period then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply at the cost of the Allottee through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same. All cost therefor shall be borne by the Allottee and the proposed Society and Promoter shall not be liable to bear the cost thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements at the cost of Allottee. The Allottee has agreed not to raise any complaint regarding the same against the Promoter and the Promoter has executed this agreement relying upon the said assurance given by the Allottee for himself and as a member of the proposed Society.
- 30.10] The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter and G.ST (if applicable) thereon or any other taxes/cess/fees etc. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges and the Allottee shall not object to the same.
- 30.11] The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.
- 30.12] That it is agreed and accepted by the Allottee that upon creation / incorporation of the said society/ultimate body, the common equipment/s pertaining to power back-up, etc. shall be transferred in favour of the said society/ultimate body and that unless agreed the Promoter shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the

liability of the Promoter is limited to installation of the said equipment only for the first time.

- 30.13] The Allottee may obtain finance from any financial institution/bank or any other source for allotment of the said apartment at his own cost and responsibility. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay, an excuse for non-payment of any Instalments / dues to the Promoter within stipulated time as per the payment schedule specified herein.
- 30.14] Notwithstanding any arrangement between the Allottee and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said apartment for the un-paid/outstanding amount including interest thereon.
- 30.15] The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said apartment by the concerned authorities due to non-payment by the Allottee of his respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- 30.16] Till a separate electric meter or a water meter is installed/allotted by the MSECDL / P.M.C. and any other authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of the said Apartment to the Promoter up and until the formation and conveyance of the said buildings to the society after which such expenses shall be paid to the Society.
- 30.17] The Parking spaces allotted/given for exclusive use to the Allottee shall be used only for the purpose of parking and not for storage purposes. In case of transfer of the said apartment, the right to use the car parking space shall be automatically transferred along with the said

apartment. The right to use the car parking space under no circumstances is separately transferable.

30.18] The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Society/Ultimate body and / or execution of conveyance, as contemplated herein, cause such Society/Ultimate body to confirm and ratify and shall not permit the Society/Ultimate body to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the apartments in the said Buildings and the Project.

30.19] The covered parking space allotted is designed and made for use of parking a vehicle of such height which shall be of a much lower height than the height of the parking floor so that no damage is caused to the ceiling of the parking floor. That this has been made aware to the Allottees and the same has been agreed by the Allottees to follow.

30.20] The Allottee undertakes to indemnify the Promoter against all actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations, covenants and stipulations contained herein.

30.21] The consideration paid by the Allottee is inclusive of the Allottee's right only to use the passage and the lobby area for entry and exit and does not include any ownership rights with respect to such areas. Such areas shall be conveyed to the Society at the time of conveyance.

30.22] COVENANTS RELATING THE USAGE OF THE SAID APARTMENT:

- (i) To maintain the Apartment at Allottee's own cost in good tenable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the buildings/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the said buildings and the said Apartment itself or any part thereof.
- (ii) To take necessary precautions and preventive measures to ensure that the said Apartment is maintained in a good condition.
- (iii) Not to cause any such activity that will be harmful to adjoining neighbours and for the buildings structure.

- (iv) The Allottee agrees to the use of fittings and fixtures as per the directions mentioned in manufacturing warranty cards, which information is given to Allottee by the Promoter.
- (v) The Allottee shall not relocate brick walls onto any location which does not have a beam to support the brick wall.
- (vi) The Allottee is aware that the structure of the buildings and shall not meddle with the structure in any manner.
- (vii) The Allottee shall not change the location of the plumbing or electrical line (except extension of internal connections only).
- (viii) The Allottee shall not change the location of the wet or waterproofed areas.
- (ix) The Allottee shall keep the sewers, drain pipes in the said apartment and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said buildings.
- (x) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said buildings, including entrances of the said buildings and in case any such damage is caused to the said Apartment or the said buildings on account of negligence or default of the Allottee in this behalf, the Allottee shall solely be liable for the consequences of such breach. The Allottee shall not utilize common area, passage area, ducting, common terrace, parking etc. for any kind of storage purpose which may or may not create obstructions to other Allottees.
- (xi) The Allottee is aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same.
- (xii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said 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 said buildings 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. And in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (xiii) The Allottee shall not modify or build a new wall or carry out any interior work beyond the boundaries of the said apartment.
- (xiv) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner.
- (xv) The Allottee specifically agrees not to undertake any addition/alteration including enclosing of open terrace by any means. He also agrees not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display their materials, within boundaries of the said apartment only. On no account goods are to overflow on common areas.
- (xvi) The Allottee agrees not to fix or install air conditioners or heaters in the said apartment, save and except at the places which have been specified in the said apartment for the installation nor in any way disturb the external façade of the said apartment.
- (xvii) Not to demolish or cause to be demolished the said apartment or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the said apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said buildings and shall keep the sewers, drains, pipes in the said apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said buildings and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment.
- (xviii) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.
- (xix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property, buildings/s and/or Apartment or any part thereof or whereby any increased premium shall become payable in respect of insurance.

- (xx) Not to throw dirt, rubbish, rags, garbage or not refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the said buildings.
- (xxi) To segregate the Garbage into Wet Garbage and Dry Garbage.
- (xxii) Not to put any clothes for drying on the railings of the balcony/terrace as it spoils the entire look of the buildings.
- (xxiii) The Allottee shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under the terms and conditions stated herein are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.
- (xxiv) If after delivery of possession of the said apartment, the Promoter or Society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Society as the case may be to carry out such repairs without delay and shall give required help there for. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee or any other reason, for which the Promoter is not responsible as per the terms and conditions of this agreement then the Allottee shall be liable to carry out the said repairs and pay cost therefor.
- (xxv) The Allottee shall preserve the aesthetics of the elevation of the scheme. Allottee of said Apartment shall not be entitled to install Air Conditioner Apartments, Window Air Conditioner Apartments thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the buildings. Such Air Conditioner Apartments may be installed only at the space as may be provided by the Promoter.
- (xxvi) The Allottee shall not use the said apartment in the manner, so as to cause blockade or hindrance to common passages, verandah or terrace/s.
- (xxvii) The Allottee shall keep the facade and outer surfaces of the said buildings in the same condition and maintain the same to the extent of the said apartment. Allottee shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the said

buildings. The Allottee shall not cause any nuisance to other Allottees and occupiers and Promoter in any manner whatever.

- (xxviii) The Allottee shall not use elevator for transportation of material to be taken for the purpose of any work by the Allottee or his workers appointed.
- (xxix) After Possession, the Allottee shall fully insure the said apartment at his own cost with any insurance company and the Society shall insure the entire buildings and further the entire undivided property underneath the buildings along with the common areas within the layout shall be insured by the apex body.
- (xxx) The Promoter shall make provisions for rain water harvesting, storm water drainage, sewage and waste water demand, solid waste management and green belt development in the Project. Such provisions shall be made at the cost of the Promoter and the Promoter shall be responsible for the implementation and maintenance of such provisions upto the date of deemed of transfer of possession of the said apartment.

(30.23) COVENANTS RELATING TO THE USAGE OF THE COMMON AREAS AND COMMON FACILITIES:-

- (i) The Allottee shall not do, execute or perform any act, deed or thing whereby the enjoyment of the common areas and facilities as described in Schedule-III will be affected in any manner whatsoever.
- (ii) The Allottee shall not make any changes or alteration in the said common areas and facilities.
- (iii) To use the common areas and facilities in accordance with the purpose for which they are intended without disturbance/ interference/hindrance or encroaching upon the rights of the other Allottees or in any way disturbing/interfering with the rights of the other Allottees.
- (iv) No common parts of the said Buildings will be used by the Allottees for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Allottees shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the said Buildings and the Project.
- (v) The Allottee shall not make any changes or alteration in the said common areas/lobby /facilities and structural changes in the said buildings.

- (vi) The Allottee shall ensure that the key common areas viz. Entrance lobby, garden and play areas are maintained to the highest standards with regular cleaning and maintenance.

(30.24) COVENANTS RELATING TO THE SOCIETY/ ASSOCIATION OF APARTMENT OWNERS:

- (i) The Allottee shall observe and perform all the rules and regulations and bye-laws which the Society /Association Of Apartment Owners 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 buildings and the Apartments therein and for the observance and performance of the Buildings Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
- (ii) The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Association Of Apartment Owners regarding the occupation and use of the said Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (iii) The Allottee shall have no objection for new Allottees to be admitted as members of the Society /Association Of Apartment Owners. The Society /Association of Apartment Owners shall get the new transferees admitted as its members.

(30.25) COVENANT RELATING TO MOVEMENT OF MEN AND MATERIAL:-

The Allottee assures that after possession of the said apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings/floors.

(30.26) COVENANTS RELATING TO PAYMENT OF MAINTENANCE CHARGES:-

- (i) The Allottee hereby assures to pay provisional maintenance amount as has been specified in clause 24 of this agreement till the date of transfer of the possession of the said Apartment by the Promoter to the Allottee.
- (ii) From the date of transfer of possession of the said apartment, the Allottee shall be liable to bear and pay his proportionate share of CAM charges for the management, maintenance and upkeep of the said buildings in addition to (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the said apartment (ii) Property Taxes, and (iii) local taxes, betterment charges or such other levies by the concerned local authority

and/or Govt. NA taxes; such charges shall be paid separately by the Allottee.

- (iii) For the purpose of this clause possession shall deemed to have been transferred to the Allottee on the date the Occupation Certificate is obtained by the Promoter.

(30.27) COVENANT RELATING TO POSSESSION:-

- (i) The Allottee hereby declares that he shall pay all necessary amounts, advances, deposits, dues, his proportionate share of the payment made towards obtaining insurance in respect of the construction of the project and title of the said property (as and when applicable), G.S.T and any other taxes/cess/fees/ charges etc.(if and when applicable) under this agreement and take possession of the said Apartment within 15 days from the date transfer of possession by the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be required by the Promoter.
- (ii) The Allottee hereby declares to proportionally bear and pay all such amount levied by the local authority or any other authority as property tax/cess/charges/duties/N.A tax on the said apartment and on the said buildings under any statute/rules/ notifications/order/contracts from the date of grant of possession of the said apartments.
- (iii) For the purpose of this clause the date of transfer of possession shall be considered to be deemed date of transfer of possession.

31] FIT OUT WORK:-

- 31.1] The Allottee agrees and confirms that his right, title, interest in the said apartment shall be limited to and governed by what is specified in the Agreement and shall not extend to the common areas or the said Buildings/Project.
- 31.2] The Allottee agrees and undertakes that on receipt of possession, if the Allottee is desirous to carry out any interior fit-out work, on prior written communication with the Promoter/ Society/ Ultimate body and with a copy of the fit out plan and details submitted along with it and on confirmation from the Promoter/ Society/ Ultimate body on the same, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter /Society/ Ultimate body ("Fit-Out Manual") applicable for commencement of interior fit out work in the said apartment. The Allottee further agrees that the same shall be used only as per the regulations and designs concerning the said Buildings as approved by the said competent authorities, and without

causing any disturbance, to the other Allottees of the said Buildings. The Allottee shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said apartment and the Promoter shall not be responsible for the same. The Allottee shall keep the Promoter informed about the status of the requisite permissions.

- 31.3] The Fit-Out Manual will be shared at the time of handing over possession of the said apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said apartment and/or the said buildings/Project, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the said apartment and/or said Buildings/Project to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the said apartment or the said buildings/project on behalf of the Allottee and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said apartment. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said apartment or the said Buildings or Project and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the said apartment/buildings/project.
- 31.4] The Allottee undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said apartment in any form. The Allottee shall also not change the colour scheme, material and of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter. The Allottee shall not partly / fully remove any walls of the said apartment including load bearing walls/ structure of

the same, which shall remain common between the Allottee and the Allottees of adjacent apartments.

32] SPECIAL COVENANTS:-

- 32.1] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said property and Buildings 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 common facilities and areas, will remain the property of the Promoter until the said buildings is transferred to the Society or the said property is transferred to the Ultimate Body save and except any part reserved by the Promoter.
- 32.2] After the possession of the said Apartment is handed over or after getting the occupation certificate of the said buildings by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Society at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 32.3] The Allottee undertakes that if any Certificate, Order, No Objection, etc. is required to be produced by the Allottee herein under any law and rules in force in any time, the same shall be produced by the Allottee herein within the stipulated time.
- 32.4] The Promoter while designing the project has relied on the claims made by experts and/or consultants i.e. an RCC consultant, Fire consultant, MEP Consultant and an Architect. These consultants are neither the promoters employees or have a principal agent relationship and hence if the Allottee sustains any loss or damage by reason of any incorrect, false claims made by such experts and/or consultants then the Promoter shall not be held responsible for the same provided he acts in good faith and exercises due diligence.
- 32.5] Before delivery of possession of the said Apartment, the Allottee shall satisfy himself about the correctness of the carpet area of the said Apartment and about the quality of construction work and specifications/amenities provided in the said apartment, buildings & project. After delivery of possession, the Allottee shall not be entitled to make any complaint therefor and all the rights regarding the same shall be deemed to have been waived.
- 32.6] The Allottee agrees that in case the Allottee is Non-Resident / Foreign National of Indian origin/foreign nationals/ foreign companies, then in that

event, the Allottee shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments acquisition/sale transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms thereof. The Allottee shall indemnify the Promoter regarding the same. Also, if any documents etc. are required from the Promoter, the Allottee will intimate to the Promoter for the provision of the same and the Promoter at its discretion will provide, but will not be responsible for anything.

- 32.7] The Allottee shall not raise any objection in the matter of allotment or sale or use of the remaining buildings in the said property on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.
- 32.8] The Allottee hereby permits and has no objection for the use of the remaining Apartments wholly or in parts for any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services on the said buildings/project including the restricted areas and shall solely derive any benefits (including financial) accruing thereon. The Promoter or its agents/employees/ assigns have a right to entry and bring material to such areas and for such purposes and the Allottee shall have no objection to the same.

33] PAYMENT OF GST ETC. :-

- 33.1] The Allottee shall be liable to pay all and any other taxes such as GST (Goods and Services Tax) and other taxes as are or as may be levied by the State or Central Government or any other Authority before or after taking the possession of the said "apartment" as and when such taxes become due and such payment shall be effected within seven days of demand and the Allottee shall exclusively be liable for any delay in payment thereof.
- 33.2] If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. any tax / duty / charges / premium / levies / cess / surcharge /

demands / levies / welfare or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / GST, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said "apartment" or the construction or the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter reimbursed) by the Allottee. The Allottee hereby agrees to indemnify and keep indemnified the Promoter and the organization from all such levies, cost and consequences.

33.3] It is agreed between the parties that the entire liability and responsibility to pay the GST and duty, charge, premium, levies, cess, surcharge, penalties etc. or any other tax, relating to the transaction under this Agreement, shall solely be on the Allottee. The Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Promoter is constrained to pay any such amount the Allottee shall be liable to reimburse the same to the Promoter together with penalty if any interest from the date of its respective payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/ losses /burden undergone/ undertaken by it. It is further agreed that there shall always be a charge/ lien on the said apartment in favor of the Promoter to the extent of the amount of demand payable by the Allottee to the Promoter towards the GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to the transaction under this Agreement.

33.4] Hereto, It is further mutually agreed upon, by & between the parties, that under no circumstances, whatsoever, any such amounts as described & detailed in clause-33(a) (b) & (c) above, once tax being paid (e.g. GST etc.) by Allottee to the Promoter/ necessary authority/ies shall be refunded by the Promoter to the Allottee in case the refund is available from the necessary authorities due to change in government policy. The Allottee hereby agrees that Allottee will get the said amount refunded from the Government/ revenue authority or necessary authority/ies by own and the Promoter will not be liable for that.

33.5] The Allottee herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 and imposed responsibility on Allottee if consideration payable by the Allottee/s to the Promoter is more than Fifty Lakhs then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee herein made any deduction on account of tax

deducted at source (TDS) and within 15 days from the end of month in which deduction is made produce original challan-cum-statement in Form No.26QB u/s. 194-IA of Income Tax Act, 1961 read with Income Tax Rule 30 (a)(2A) & 31A in the name of Promoter herein with **PAN-AAYFR6879A** then only the Promoter will acknowledge receipt of part consideration of said apartment for the amount equal to deducted and paid under such challan-cum-statement.

Provided that, at the time of handing over the possession of the said apartment if any such challan-cum-statement in Form No.26QB is not produced by the Allottee, then Allottee herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee on submitting challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee.

Provided further that at the time of handing over the possession of the Apartment, if any such certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 months of the possession.

34] DEVOLUTION OF RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT:-

- 34.1] If the Allottee dies, his personal legal representative shall have the same obligations and rights in relation to the Promoter as the Allottee had before his death as per the terms of this agreement. For the purpose of devolution of such rights and obligations, the procedure as stated hereunder is to be followed:
- 34.2] In case the Allottee after his death leaves behind a will, the persons in whose name the said apartment has been assigned to under the said will shall either hand over a copy of the probate to the Promoter wherever applicable or give a public notice and submit a declaration cum affidavit stating the contents of the will are of the Allottee's last will and that it excludes everyone else's rights/claims assignment of the said apartment.
- 34.3] In case the Allottee dies intestate, a notice shall be published and upto the resolution of any family dispute regarding devolution of his rights, the rights of the Allottee under this agreement shall be retained by the Promoter.
- 34.4] In case the said apartment has been transferred by way of gift or hiba, an affidavit has to be filed with the Promoter.

34.5] The Promoter shall thereafter verify the documents and only if the Promoter is satisfied with them, it shall confirm the devolution of the rights and obligations as per the terms and conditions of this agreement and grant N.O.C for such devolution.

35] 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 Allottees in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the Project.

36] REPRESENTATION:-

The Allottee hereby consents and authorises the Promoter to represent him in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may, till the transfer of the said property and Buildings thereon to the Ultimate Transferee, represent the Allottee and his interest and give consents, NOC's and do all necessary things in all departments of the Collectorate, water, Government Department, MSEDCL, on behalf of the Allottee and whatsoever acts, done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee and the same shall be binding on the Allottee. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said property or to the "apartment" agreed to be sold hereunder.

37] RIGHT OF THE PROMOTER OVER UNSOLD UNITS :-

In the event of the Promoter executing Deed of Conveyance in favour of the co-op. society, the Promoter shall have a right to dispose off the remaining unsold premises/ units in the said buildings in such manner as he think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Allottees of such remaining premises/ units shall be accepted as members of such co-op. society. The Promoter and or the Allottee in that case shall not be required to pay any transfer fees to the co-op. society of all the Allottees.

38] SERVICE OF NOTICES :-

All notices to be served on the Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee by R.P.A.D. and Email-ID at his address specified in the title of this agreement or at the address intimated in writing by the Allottee after execution of this Agreement.

39] 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 alongwith the payments due as stipulated in the payment plan within 30 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 fails to execute and deliver to the Promoter this Agreement within 30 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 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

40] AGREEMENT TO SUPERSEDE :-

This agreement constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the furniture layout, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

41] PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE 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 Allottee of the apartment, in case of a transfer as the said obligations go alongwith the apartment for all intents and purposes.

42] FURTHER ASSURANCES :-

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

43] 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, 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.

44] REGISTRATION :-

The Allottee and the Promoter shall present this agreement at the proper registration office of registration within the time limit prescribed under the Registration Act and the parties shall attend such office and admit execution thereof.

45] 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.

46] DISPUTE RESOLUTION :-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

47] GOVERNING LAW :-

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

48] EFFECT OF LAWS :-

This agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016.

49] STAMP DUTY AND REGISTRATION FEE :-

The consideration of the said apartment as agreed between the Promoter and the Allottee herein and also as per the prevailing market rate in the subject locality which is the true and fair market value of the said apartment is Rs. _____/-. This Agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and rules made there under and Allottee is desirous to pay the Stamp Duty for this transaction as per the 'The Maharashtra Stamp Act' for this transaction and as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25[d] this transaction attracts the Stamp Duty of Rs. _____/-. The parties hereto shall be entitled to get the aforesaid Stamp Duty adjusted, towards the total duty leviable on the deed of conveyance which is to be executed by the Promoter in favour of the Allottee and/or the ultimate body.

50] INVESTOR :-

That in case of resale of the said apartment by the Allottee to a subsequent Allottee within three years from the date of execution of these presents, the Allottee shall be entitled to claim set off of the stamp duty paid on these presents and the stamp duty paid under this agreement shall be adjusted against the stamp duty chargeable under the subsequent transfer document after keeping the balance of one hundred rupees as contemplated under Article 5 (g-a) (ii) of the Maharashtra Stamp Act, 1958 as amended on date.

51] ALLOTTEE'S UNDERTAKING:-

The Allottee confirms that he has fully read and understood the terms and conditions of this Agreement and agrees to abide by the same at all times. The Allottee further confirms of being fully conscious that it is not incumbent on the part of the Promoter to send him/her/them

reminders/notices in respect of his obligations as set out in this Agreement and he shall be fully liable for any consequences in respect of defaults committed by him in not abiding by the terms and conditions contained in this Agreement. The Allottee further confirms having sought detailed explanations and clarifications from the Promoter and that the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Promoter the Allottee herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.

52] CHECKLIST OF DOCUMENTS GIVEN TO THE ALLOTTEE:-

The documents given to the Allottee by the Promoter include the Title Report, specifications, sanctioned Layout Plan, commencement Certificate, building Plan, undertakings given by the Promoter to the Collector/ Corporation or any other authority.

The Allottee hereby declares that he has been provided with all the above stated documents by the Promoter. He further declares that he has inspected all the said documents and has no objections to the same

SCHEDULE - IA
(DESCRIPTION OF THE SAID LAND)

ALL THAT piece and parcel of land situated, lying and being at revenue village-**Vadgaon Budruk, Taluka-Haveli, District-Pune** within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune

- i] land bearing **Survey No.10, Hissa No.1** admeasuring an area **00 Hectare 56 Ares assessed at 03 Rs. 37 Paise** and bounded as under –

- ii] **a portion** admeasuring **2433.83 sq. mtrs.** out of the land bearing **Survey No.13, Hissa No.1A/2 (old Survey No.13A+13B/2)** admeasuring an area **00 Hectare 72 Ares assessed at 04 Rs. 45 Paise** together with the right to utilize and consume the FSI/FAR of the entire land admeasuring **00 H. 72 Ares** and bounded together as under:-

ON OR TOWARDS-

EAST	-	Adjoining S.No 13/1 Part
SOUTH	-	Adjoining S.No. 10 Part
WEST	-	Adjoining S.No. 9
NORTH	-	Adjoining Rvier

SCHEDULE - IB
(DESCRIPTION OF THE SAID FOOTPRINT)

ALL THAT piece and parcel of footprint admeasuring _____ sq. mtrs. on which the building _____ is being constructed out of the said property more particularly described in the Schedule –IA hereinabove.

SCHEDULE “II”

DESCRIPTION OF THE APARTMENT

Residential unit bearing No._____ admeasuring a carpet area of _____ sq. ft. i.e. _____ sq. mtrs. along with the enclosed balcony admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs., dry balcony admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. and adjacent terrace admeasuring an area _____ sq. ft. i.e. _____ sq. mtrs. on the _____ **floor** in _____ Building in the project known as “**AURA WATERS PHASE-I**” being constructed on the said property more particularly described in the **Schedule-IB** written hereinabove and also alongwith the exclusive right to use covered car parking space No. _____ admeasuring _____ sq. mtrs..

SCHEDULE “III”

COMMON AREAS AND FACILITIES

- 1) RCC Frame Work structure of the buildings/s.
- 2) Drainage and water line net work.
- 3) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- 4) Light points outside the buildings/s and the staircase/s as well as those in the Common parking space.
- 5) One water reservoir of adequate capacity, with water pump connected with overhead water tank.

SCHEDULE “IV”

RESTRICTED AREAS AND FACILITIES

All areas etc. which are not covered under aforesaid head ‘Common Area and Facilities are restricted areas and facilities and promoter shall have exclusive rights to sell or transfer, convey, allot the same in part or in full to any buyer of unit etc. or to convert the Restricted Area into Common Area or vice-versa.

SCHEDULE-V

MINOR ADDITIONS AND ALTERATIONS

- 1) Internal changes in masonry wall layout within the said apartment or within the said buildings.
- 2) Change in specification of materials in and outside the said apartment as mentioned hereunder to a higher grade:
- 3) Tile
- 4) Stone

- 5) CP and sanitary fittings
- 6) Doors and windows
- 7) Paint
- 8) Electrical material
- 9) Driveways and parking layout
- 10) Shifting of utility, facility and equipment rooms anywhere within or outside the project / said buildings.
- 11) Changes in size and location of underground, overhead tanks as per revisions in the designs.
- 12) landscape design and material specifications
- 13) Location shifting from as indicated in sale plan for:
- 14) C.P / Sanitary fittings
- 15) Toilet / Bathroom locations
- 16) Entrance door
- 17) Electrical Points
- 18) Design of the staircase
- 19) Increase in buildings dimensions without change in the size of the said apartment.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the year herein above written.

RANAWAT PROPERTIES
Through its duly authorized Partner

VISHAL VILAS JAIN
[THE PROMOTER]

1] -----
2] -----
[THE ALLOTTEE]

- 1] Mr. Nitin Tukaram Shelke
- 2] Mrs. Nandini Nitin Shelke
- 3] Mr. Tukaram Nivrutti Shelke
- 4] Mrs. Shakuntala Tukaram Shelke
- 5] Mr. Vijay Tukaram Shelke
- 6] Mr. Vishal Vivek Yerme
- 7] Mr. Madhukar Sopanrao Palmate
- 8] Mrs. Rajni Gopal Mekhale
- 9] Mrs. Ravita Shrikrishna Muskawad
- 10] Mr. Shubham Sandipan Gomare
- 11] Mr. Mahesh Balaji Barure
- 12] Mr. Akshay Vipinchandra Ugile

13] Mr. Bipin Subodh Bet
14] Mrs. Shweta Yellagundula
15] Mrs. Yogita Madhavrao Wadkar
16] Mr. Bhimsing Nagnathsing Thakur
17] Mr. Sunil Shalikrao Shinde (Huf)
18] Mr. Harishchandra Madhavrao Yerme
19] Mr. Ranjit Sunil Chamle
20] Mr. Sunil Ganpatrao Chamle
21] Mr. Vikas Sangram Chame
22] Mr. Govind Dnyanoba Khandade
23] Mr. Vipul Dedhia
24] Mr. Anup Dnyanoba Shelke
25] Mr. Sanket Khemchand Oswal
26] Mr. Pawan Shyamsunderji Mantri
27] Mr. Nitin Bhawarlal Mutha
28] Mr. Bhushan Ratanlal Jain
29] Mr. Arvind Ghevarchand Jain
30] Mr. Prakash Vasant Pathak
31] Mr. Shreepad Bhalchandra Limaye
Nos. 1 to 29 and Nos. 30 & 31 through their power of attorney holder –

Mr. Vishal Vilas Jain
Partner Of - Ranawat Properties
[THE CONSENTING PARTY]

WITNESSES :-

1]	Signature	-	_____
	Name	-	_____
	Address	-	_____
2]	Signature	-	_____
	Name	-	_____
	Address	-	_____

LIST OF ANNEXURES

1.	Annexure “A”	Title Report
2.	Annexure “B”	7/12 Extract
	Annexure “C”	Sanctioned layout plans
3.	Annexure “D1”	Sanctioned Floor plan of the apartment
	Annexure “D2”	Parking Floor Plan
4.	Annexure “E”	Commencement Certificate
5.	Annexure “F”	Specifications, fittings and amenities for the apartment
6.	Annexure “G”	Exceptions to defect liability

7.	Annexure “H”	Project Registration Certificate granted by the Real Estate Regulatory Authority

ANNEXURE “F”
Specifications, fittings and amenities for the said apartment

ANNEXURE “G”
EXCEPTIONS TO DEFECT LIABILITY

- 1] Structural defects caused or attributable to the Allottees including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the said apartment other than for its intended purpose, and also includes any awning, covering of balcony, utility, terrace area that changes the architectural design of the elevation and adding any other features in such areas by which the architectural design and structural load is affected in any way whatsoever;
- 2] Natural wear and tear either due to material or due to temperature variations or weather;
- 3] Problems caused due to lack of maintenance;
- 4] Negligent use of the said apartment by the Allottees;
- 5] Force majeure;
- 6] Damage caused due to abnormal fluctuation in the temperature or abnormal heavy rains;
- 7] Superficial cracks;
- 8] Damage to electrical equipment/s due to voltage fluctuations;
- 9] Damage caused due to theft or loss;
- 10] Damage caused due to failure of the Promoter to complete construction of the said apartment or any part thereof on or before the date of completion of the said apartment due to reasons or circumstances of default/breach of conditions of this agreement committed by the Allottees;
- 11] Any defect which does not result in actual physical damage or loss;
- 12] Any such defect liability that is brought to the notice of the Promoter after an unreasonable delay;

- 13] Loss or damage caused to the said apartment directly or indirectly by insects, bird, vermin, rodents, or wild or domestic animals;
- 14] Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil (excluding flood and earthquake which is covered by any other insurance or for which compensation is granted by legislation);
- 15] Any deficiencies in or damage caused by material or work supplied by anyone other than the Promoter or its, employees, agents or subcontractors;
- 16] Damages or losses not caused by defect in construction of the said apartment by the Promoter or its employees, agents, or subcontractors, but resulting instead from acts or omissions of the Allottees, their agents, employees, licensees, invitees, accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, faults, crevices, earthquake, including gland shock waves or tremors before, during or after a volcanic eruption;
- 17] Loss or damage resulting from or made worse by dampness, condensation or heat build-up caused by the failure of the Allottees to maintain proper ventilation;
- 18] Loss or damage resulting from, or made worse by negligent maintenance or operation of the said apartment and its systems by anyone other than the Promoter or its employees, agents, or subcontractors or assigned team of or on behalf of the Promoter;
- 19] Loss or damage resulting from a condition not resulting in actual physical damage to the said apartment, including inhabitability or health risk due to the presence or consequences of insects, unacceptable levels of radon, formaldehyde, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials;
- 20] Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, (whether or not driven by wind), water which backs up from sewers, or drains, changes in the water table which were no reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a buildings, sidewalk, driveway, foundation, swimming pool, or other structure) wetland, springs or aquifers;
- 21] Due to any reason beyond the control of the Promoter.

