

Letter of Allotment

To,
Mr. _____,

Address:- _____.

This is with reference to your application for allotment dated _____ with respect to the Apartment bearing No. _____, in building _____ in **Epitome Phase-I Project, being constructed on** plinth area admeasuring 1325.88 sq.mtrs being the Phase I land out of the project land in the entire project "EPITOME". We are pleased to inform you that, Apartment bearing No. _____ situate in Building No. _____ in **Epitome Phase-I Project, being constructed on** plinth area admeasuring 1325.88 sq.mtrs being the Phase I land out of the project land in the entire project "EPITOME" standing on all that pieces and parcels of Land or ground bearing Survey Nos. 129/B/1, admeasuring Hectares 01=32.538 Ares and 129/B2, admeasuring Hectares 00=07.1816 Ares *collectively* admeasuring Hectors 01=39.72 Ares situated at village Wakad, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 26, (Pune); has been allotted/booked in your name on certain terms and conditions as mentioned herein below:

- i) The said Apartment has been allotted to you subject to due execution and registration of the agreement for sale with respect to the said Apartment.
- ii) We have received an earnest amount of the Cheque/D.D./Bank Pay Order No. _____ for Rs. _____/- (Rupees _____) drawn on _____ Bank, _____ Branch, in the name of M/s. Kasturi Developers against the total consideration amount _____ towards the said Apartment.
- iii) You are also liable to pay GST and all other taxes as applicable with respect to the said Apartment and its appurtenances. In addition to the cost of the apartment, you shall be liable to pay Maintenance Deposit, Sinking Fund, amount towards Stamp Duty Charges, Registration charges, and all other statutory levies as applicable. Incase of cancellation of such allotment we shall refund the amount received by us towards consideration of the said Apartment and its appurtenances within a period of 30 days from such cancellation subject to deduction of administrative charges (if any) of Rs. _____/-. On refund of the such amount, you shall have no right, title and interest in the said Apartment and its appurtenances and we shall be entitled to deal and

- dispose off the same without any reference and recourse to you. You shall also sign necessary papers and return the original documents, papers and receipts to us.
- iv) This allotment letter and its terms and condition do not constitute an agreement to sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and other charges and if any stamp duty and other charges, penalty etc. becomes payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by you and M/s. Kasturi Developers will not be liable to pay any part thereof.
 - v) As stated above this is only a Letter of Allotment and its terms and condition do not constitute an agreement to sell, hence you shall not be entitled to sell, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Apartment or any part thereof.
 - vi) This Allotment Letter is valid for a period of ____ days from the date hereof and you shall pay necessary stamp duty, cesses and registration fees along with other expenses and upon intimation thereof by M/s. Kasturi Developers attend such office and admit execution thereof. In case of your failure to do so, we shall be at liberty to cancel this Allotment and offer the booking of the said Apartment to another purchaser and accept the application money from such other purchaser. In such case the amount paid by you shall be refunded back only after the application money is received from such new prospective purchaser.
 - vii) Till the time the agreement for sell with respect to the said Apartment is duly executed and registered, the said Apartment will continue to be under negotiation.
 - viii) You have carefully gone through the contents of the Agreement for sell to be executed between you and M/s. Kasturi Developers and have understood all obligations including the payment schedule and other payments to be made in respect thereof and there will be no objection by you in this respect.
 - ix) You are aware that the Plans of the project are submitted for revision to the Municipal Corporation of Pimpri-Chichwad and being aware of the same you have requested M/s. Kasturi Developers to allot the said Apartment.
 - x) You have granted your consent to M/s. Kasturi Developers for change/ modification/alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building adding the construction/additional floors thereto without adversely affecting the construction of the said Apartment.
 - xi) You admit to have taken inspection of all documents of title relating to the said Land and M/s. Kasturi Developers, the plans, designs, specifications, the master layout relating to

development of the said Land comprising of various buildings, amenity space, marginal open space, ingress, egress and such other as proposed, title report of the Advocate and other documents as are specified under the Maharashtra Ownership Flats Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder.

- xiii) The Civil Courts/Real Estate Regulatory Authority shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto in connection with this Allotment.

Hence this Allotment.

Thanking you,

**Accept
For M/s. Kasturi Developers
(Partner)**

We

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed here at Pune, on this _____ day of _____, month of the year 2017.

Between

M/s. Kasturi Developers, (PAN _____) a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at: 1, Adams Court, 2nd floor, Opp. Mahabaleshwar Hotel, Baner, Pune 411045, through one of its partner Mr. Bharat Devkinandan Agarwal, Age: 43 years, Occupation: Business, Having office at: 1, Adams Court, 2nd floor, Opp. Mahabaleshwar Hotel, Baner, Pune 411045; Hereinafter referred to or called as a **"THE PROMOTER"**, (which expression is unless repugnant to the context or meaning thereof shall mean and include the said partnership firm and the present and future partners constituting the said firm and their respective heirs, executors, successors, administrators and assigns)

And

Full name:	Mr.	
Age about:		
Residing at:		
PAN:		
E-mail ID		Mobile No.

Full name:	Mr.	
Age about:		
Residing at:		

PAN:		
E-mail ID		Mobile No.

.....hereinafter called as the **"ALLOTTEE"**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/her/their respective heirs, successors, survivors, executors, administrators and assigns).....of the SECOND PART,

W H E R E A S,

(A) The Promoter is the absolute owner of and/or otherwise well and sufficiently entitled to and seized and possessed of all those pieces and parcels of land or ground total admeasuring 139.72 Ares i.e. 13972 square meters bearing (1) portion adm. 72 square meters out of Survey No. 129/1A/1 (old Survey No. 129/1A), (2) Survey No. 129/1A/4 (old Survey No 129/1A/5) adm. 300 sq. mtrs., (3) Survey No. 129/1A/5 (old Survey No. 129/1A/6) adm. 300 sq. mtrs., (4) Survey No. 129/1A/10 (old Survey No. 129/1A/12) adm. 500 sq. mtrs., (5) Survey No. 129/1A/11 (old Survey No. 129/1A/13) adm. 300 sq. mtrs., (6) Survey No. 129/1A/12 (old Survey No. 129/1A/14) adm. 300 sq. mtrs., (7) Survey No. 129/1A/18 (old Survey No. 129/1A/20) adm. 300 sq. mtrs., (8) Survey No. 129/1A/22 (old Survey No. 129/1A/24) adm. 300 sq. mtrs., (9) Survey No. 129/1A/25 (old Survey No. 129/1A/27) adm. 300 sq. mtrs., (10) Survey No. 129/1A/29 (old Survey No. 129/1A/31) adm. 300 sq. mtrs., (11) Survey No. 129/1A/32 (old Survey No. 129/1A/35) adm. 300 sq. mtrs.,(12) Survey No. 129/1A/33 (old Survey No. 129/1A/36) adm. 300 sq. mtrs., (13) Survey No. 129/1A/34 (old Survey No. 129/1A/37) adm. 300 sq. mtrs., (14) Survey No. 129/1A/35 (old Survey No. 129/1A/38) adm. 300 sq. mtrs., (15) Survey No. 129/1A/36 (old Survey No. 129/1A/39) adm. 300 sq. mtrs., (16) Survey No. 129/1A/37 (old Survey No. 129/1A/40) adm. 300 sq. mtrs., (17) Survey No. 129/1A/38 (old Survey No. 129/1A/41) adm. 400 sq. mtrs., (18)

Survey No. 129/1A/39 (old Survey No. 129/1A/42) adm. 300 sq. mtrs., (19) Survey No. 129/1A/42 (old Survey No. 129/1A/45) adm. 300 sq. mtrs., (20) portion adm. 600 sq. mtrs out of Survey No. 129/1B, (21) Survey No. 129/1B/1 (old Survey No. 129/1B/31) adm. 300 sq. mtrs., (22) Survey No. 129/1B/4 (old Survey No. 129/1B/34) adm. 300 sq. mtrs., (23) Survey No. 129/1B/6 (old Survey No. 129/1B/36) adm. 300 sq. mtrs., (24) Survey No. 129/1B/9 (old Survey No. 129/1B/39) adm. 300 sq. mtrs., (25) Survey No. 129/1B/23 (old Survey No. 129/1B/53) adm. 300 sq. mtrs., (26) Survey No. 129/1B/24 (old Survey No. 129/1B/54) adm. 300 sq. mtrs., (27) Survey No. 129/1B/25 (old Survey No. 129/1B/55) adm. 300 sq. mtrs., (28) Survey No. 129/1B/30 (old Survey No. 129/1B/60) adm. 300 sq. mtrs., (29) portion adm. 300 sq. mtrs out of Survey No. 129/2/1, (30) Survey No. 129/2/17 adm. 300 sq. mtrs., (31) Survey No. 129/2/24 (old Survey No. 129/2/29) adm. 300 sq. mtrs., (32) Survey No. 129/3+5/6 adm. 300 sq. mtrs., (33) Survey No. 129/3+5/17 (old Survey No. 129/3+5/14) adm. 300 sq. mtrs., (34) Survey No. 129/3+5/26 (old Survey No. 129/3+5/23) adm. 300 sq. mtrs., (35) Survey No. 129/3+5/27 (old Survey No. 129/3+5/24) adm. 300 sq. mtrs., (36) Survey No. 129/3+5/28 (old Survey No. 129/3+5/25) adm. 300 sq. mtrs., (37) Survey No. 129/3+5/35 (old Survey No. 129/3+5/32) adm. 300 sq. mtrs., (38) Survey No. 129/3+5/36 (old Survey No. 129/3+5/33) adm. 300 sq. mtrs., (39) Survey No. 129/3+5/39 (old Survey No. 129/3+5/36) adm. 300 sq. mtrs., (40) Survey No. 129/3+5/40 (old Survey No. 129/3+5/37) adm. 300 sq. mtrs., (41) Survey No. 129/3+5/48 (old Survey No. 129/3+5/45) adm. 300 sq. mtrs., (42) Survey No. 129/3+5/50 (old Survey No. 129/3+5/47) adm. 300 sq. mtrs., (43) Survey No. 129/3+5/56 (old Survey No. 129/3+5/55) adm. 300 sq. mtrs., (44) Survey No. 129/3+5/58 (old Survey No. 129/3+5/57) adm. 300 sq. mtrs. and (45) Survey No. 129/3+5/64 (old Survey No. 129/3+5/62) adm. 400 sq. mtrs situated at village Wakad, Taluka Mulshi, District Pune and within the limits of Pimpri

Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 26, Pune.

(B) The Promoters submitted all those above stated pieces and parcels of lands admeasuring Hectors 01=39.72 Ares for amalgamation and sub-division to the concerned authority, accordingly the Taluka Inspector Land Records, Mulshi, vide it's order dated 25.08.2014 bearing No.Bhumapan/Wakad/1/S.no.129/2014 sanctioned the said amalgamation and sub-division and accordingly the said pieces and parcels of lands admeasuring Hectors 01=39.72 Ares were first amalgamated and then sub-divided into two Survey No.s 129/B/1 admeasuring Hectares 01=32.5384 Ares and 129/B2 admeasuring Hectares 00=07.1816 Ares and accordingly an effect has been given on the revenue record.

(C) The said portions of land bearing Survey No.s 129/B/1 admeasuring Hectares 01=32.538 Ares and 129/B2 admeasuring Hectares 00=07.1816 Ares are jointly admeasuring Hectors 01=39.72 Ares is herein after referred to as the "**said Project Land**" and more particularly described in the First Schedule hereunder written.

(D) The Promoters have represented that they have derived their title to the said project land as set out in the Note on Title annexed hereto as Annexure "1"

(E) Pursuant to the said Sale Deed the Promoter is in possession of the said Project Land and also entitled and enjoined upon to develop the said Project Land in accordance with the recitals enumerated therein;

(F) The Promoter herein has appointed Mr. Jay Prakash Aeram has its Architect having office at 403, Akshay Centre, Tilak road,

C.T.S No.1050-51, Shukrawar peth, Pune-411 002 and J W Consultant LLP having office at Sai Radhe, Office No.201, 2nd floor, 100 Kennedy road, Behind Hotel Le Meridian, Pune-411001, as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said Project land and the Promoter accepts the professional supervision of the said Architect and the Structural Engineer till the completion of the said Project. Pursuant thereto the Promoter commenced the development of the said Project Land and construction of the said Project; the said Promoter reserves right to change such Architect and/or Structural Engineer for the benefit of the Project.

(G) The Collectorate, Pune by its Order bearing no. PMA/NA/SR/212/12 dated 31/12/2012 has permitted the non agricultural use of a portion of the said project land admeasuring 13253.84 square meters.

(H) The Municipal Corporation of Pimpri-Chinchwad, being the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, *vide* its commencement certificate No. bearing No. B.P./L.O/Wakad/19/2012 dated 29/2/2012 and further revised sanction bearing No.B.P/L.O/Wakad/88/2014 dated 10/07/2014 and further revised the Plans vide CC No.BP/Wakad/141/16 dated 31/08/2016 in respect of the proposed buildings to be constructed on the said project land and the Promoter reserved its right to further revise the said plan in accordance with sanction by the Competent Authority;

(I) in accordance with the above and in accordance with the permission and sanctions granted by various authorities, the Promoter has started development of the said Project Land and in pursuance thereof the Promoter has decided to carry out construction on the said Project Land in phase wise manner, by

constructing a real estate project consisting of various building/s of a number of floors comprising of number of residential apartments and/or commercial units in the Real Estate Project known as "EPITOME" (hereinafter the said whole project *collectively* referred to as the said "**PROJECT**")

(J) though the Promoter has right to develop the entire project land, the Promoter has decided to carry out construction/development in phases and accordingly has earmarked/identified plinth area admeasuring 1325.88 sq.mtrs out of the project land along with basic F.S I. of 14855.16 sq.mtrs "**Epitome Phase-I Project**" consisting of Three Residential buildings namely "A", "B", and "C", the Promoter proposes to construct additional Residential Building/s on the said Project land the same shall form part of Phase II (*proposed construction*), the amenities and facilities that the promoter proposes to develop for the Project "EPITOME" shall also form part of the Phase II, the Promoter further proposes to construct/develop commercial/Hospital building in the said Project the said shall form part of Phase III (*proposed construction*).

(K) the said earmarked/identified plinth area admeasuring 1325.88 sq.mtrs out of the project land along with basic F.S I. of 14855.16 sq.mtrs on which Three Residential buildings namely "A", "B", and "C" that the promoter proposes to develop for the Project "**EPITOME**" is herein after called as "**Phase I Land**" and is more particularly described in the Schedule II hereunder written.

(L) The said Buildings A, B and C consists of basement + Ground + 17 floors, each comprising of total 32 residential apartments/units therein situate on the said Phase I Land is herein after called as "**Epitome Phase-I Project**".

(M) The Promoter has got some of the approvals from the concerned local authority to the plans, the specification, elevations, sections and of the said "Epitome Phase-I Project" of the said Project to be constructed on the said Phase I Land (hereinafter referred to as the said "SANCTIONED PLANS") and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate of the said Phase I project and the said Project;

(N) By virtue of the said Documents, the Promoters has sole and exclusive right to sell the Apartments in the Buildings being constructed by the Promoters on the said Phase I Land and to enter into Agreement/s with the Allottee/s of the Apartments and to receive the sale consideration in respect thereof. The Promoter has accordingly commenced construction of the building in accordance with the said Sanctioned Plans.

(O) The Promoter has disclosed to the Allottee that it has availed a project loan from HDFC Ltd, Pune against the mortgage of the said Project land and the repayment responsibility of the same solely lies on the Promoter.

(P) the Allottee is desirous to purchase an Apartment No. _____ on the ____ Floor and having carpet area admeasuring _____ square meters, along with exclusive right to use attached terrace admeasuring, _____ square meters and along with exclusive right to use attached Balcony admeasuring _____ square meters and further together with exclusive right to use attached passage admeasuring _____sq.mtrs situated in the said Building _____ along with exclusive right to use Car-Parking space no. _____ of the said building No. _____ in **Epitome Phase-I Project** ("carpet area" means as defined under the Real Estate (Regulation and Development) Act, 2016) being constructed on the said Phase I Land, and more particularly described in SCHEDULE – III written

herein below and delineated in the floor map annexed hereto as "Annexure – D" (hereinafter called as the said "APARTMENT") from the said Promoter, for and at the agreed price as hereinafter mentioned;

(Q) on demand of the said Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Project Land, and the plans, designs and specification prepared by the Promoter's Architect Jay P. Aeram of the said "Epitome Phase-I Project" along with sanction plans of entire layout including the said Project, brief information regarding proposed construction of the other Buildings on the said Project land and title reports of the Advocates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (for short the "RERA") and the rules and regulation made thereunder, together with disclosures and information as are specified under the Maharashtra Ownership of Flats Act (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (for short the "MOFA"); moreover the Promoter herein has requested to the Allottee/s to carry out independent search his/ her/ their on attorney/ advocate and to ask any queries he/ she/ they have regarding the marketable title and authorities of the Promoter with respect to the said Project land, the Allottee/s has/ have satisfied himself/ herself/ themselves in respect of marketable title of the Promoter to the said Project Land;

(R) the Promoter is taking appropriate steps to register the said **Epitome Phase-I Project** being constructed on the said "Phase I Land" out of the said Project land with the Real Estate Regulatory Authority, Mumbai in terms of section 3 (1) of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder;

(S) The copy of Certificate of Title issued by the Advocate of the Promoter has been annexed hereto and marked as "Annexure – A", (ii) copy of VF 7/7A/12 has been annexed hereto and marked as "Annexure – B", (iii) copy of Commencement Certificate has been annexed hereto and marked as "Annexure – C", (v) the copy of Plan has been annexed hereto and marked as "Annexure – D", (vi) copy of N .A Order has been annexed hereto and marked as "Annexure – E", (vii) List of specifications with respect to the said Apartment has been listed in Annexure "F".

The Purchaser is aware that the Promoter has entered into various Agreements with prospective purchaser with respect to sale/allotment of other Apartments and rights apparent thereto.

The Parties relying on the confirmation, representation and assurance of each other to faithfully abide by the terms, conditions and stipulation contained in this Agreement and all applicable law, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing;

in accordance with the terms and conditions set out in this Agreement for Sale, and as mutually agreed upon by and between the Parties *inter se*, the Promoter hereby agrees to sale and the Allottee hereby agrees to purchase the said Apartment and the parties hereto therefore, have executed this Agreement for sale, witnessing the terms and conditions thereof, in compliance to section 4 of the said MOFA & section 13 of the said RERA, as under:

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

1. **NON OBSTANTE:**

Notwithstanding anything contained anywhere in this Agreement for Sale, the Allottee hereby declares, confirms and agrees as follows:

- (a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Project Land and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to in law, in which case the Promoter shall be entitled to lay in the said Project Land or shall be entitled to pass through the said Phase I Land, Project Land any Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. for the purpose of development of the adjoining land;
- (b) The Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Project Land and/or such other adjoining/ abutting pieces of Project land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter;
- (c) It is specifically agreed that due to change development control rules, or new policies, rules coming into force if any additional F.S.I. is available (either by way of T.D.R. or otherwise) in respect of the said Project Land then the Promoter has exclusive right to use such additional F.S.I. for the sole benefit of the Promoter. The Allottee/s hereby further give/s and accord/s his/her/ their consent for additional constructions/floors as a result of the Promoter's using additional F.S.I. without materially & adversely affecting the area of the said Apartment, and the Allottee and or the ultimate body shall not have any right to object for such additional construction/ extensions/ floors which will be carried out by the Promoter in future; The Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee except any alteration, addition or modification in the sanction plan, layout plans of the Building _____ Project or the common areas of the

said Building _____ which are to be made by the Promoter in compliance of any order or direction etc. issued by any Government authorities or Competent Authorities under any law or statute or under any law of central or state government. The Promoter may also make any minor additions and alternations as may be required by the Allottee or such minor changes as may be necessary due to architectural and structural reasons.

- (d) The Allottee shall have limited claim only in respect of the said Apartment as envisaged in this Agreement.
- (e) The Allottee/s is/are aware that the building plans are sanctioned by the Corporation and as such Fossil that may be consumed while constructing the said Epitome Phase-I Project on the portion of the said Phase I Land may be more or less than the area of the said portion and may not be in proportion to the F.S.I consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Allottee/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion;
- (f) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Project Land as may be permissible under the concerned regulations;
- (g) The said project "**EPITOME**" being on going, the Promoter shall be developing the said Project Land by constructing various building/s/structures in phase wise manner thereon. There would be development, construction, amenities, site development and other incidental activities continuing on the said Phase I Land and the Project Land till completion of the said Project. The Allottee hereby agrees not to raise any objection or any claim on the grounds of

inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Phase I Land and the Project land also the Allottee/s of all such Apartments/Units situate in such subsequent phase's shall be admitted as members of the said Society with the same rights and privileges and subject to the same obligations as the other members thereof;

- (h) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout for the remaining buildings and/or remaining building plans as may be found required for use, utilization and consumption of the FAR/FSI originating from the physical area of the said Project Land as may be permissible under the concerned Development Control Rules/ Regulations including putting up any "additional construction" as mentioned above, and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s or other acquirers of the Apartments in such building or building/s and/or their common Society/Federal Society having any claim thereto or to any part thereof. However, the promoter shall alter/amend or revised the building plans of the said **building** _____ with the consent of Allottee/s of the Apartments in the said **building** _____.
- (i) The Promoter shall be at liberty to grant and allot right to exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; terrace. The concerned Allottee of Apartment shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment;
- (j) The Promoter shall also be developing the amenity space out of the said Project Land by constructing thereon, a Complex/s consisting commercial/ shopping and conveniences as is permissible under the concerned Regulations, such as but not limited to malls/ commercial offices/showrooms/hotels/departmental stores/ schools/ educational

institutions/ hospitals etc. The Promoter shall also be disposing the same to the intending Allottee. The Allottee herein, hereby accords his consent and 'no objection' for development of the amenity space and disposal of the Apartments/units therein by the Promoter and the Promoter may make the Allottee/s of such Apartments/Units members of the Society/ies to be formed of all Apartment /unit Allottees in the said Project "EPITOME". The Promoter shall be entitled to retain with itself or transfer the title/possession of the said Construction on such Amenity Space as may be permissible under concerned statutes;

2. **AGREEMENT:**

Subject to other terms and conditions herein, the Promoter hereby agreed to sale the said Apartment together with its appurtenances and the exclusive facilities (specifically agreed to, if any) (described in SCHEDULE - III), unto and in favour of the Allottee herein, and the Allottee, accordingly agreed to acquire and purchase the same from the Promoter, for and at lumpsum price of **Rs. _____/-(Rupees _____)** plus all taxes/levies as applicable and payable by the Allottee to the Promoter/Competent Authority, as hereinafter mentioned. The said lump sum price is inclusive of charges for formation and registration of Society/Federation of Society, share money, application/ entrance fee of the Society/Federation of Society and the MSEDCL meter deposit and expenses, propionate price towards common areas and facilities.

3. CONSIDERATION/PRICE:

- i. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sale to the Allottee residential Apartment No. _____ of carpet area, admeasuring _____ square meters, on _____ floor together with exclusive right to use attached terrace, admeasuring _____ square meters and further together with exclusive right to use attached Balcony admeasuring _____

square meters, further together with exclusive right to use attached passage admeasuring _____sq.mtrs and along with exclusive right to use car parking space bearing No. _____, situated in the 'Building _____' of Epitome Phase-I Project of the project called as **"EPITOME"** being constructed on the said Phase I land out of the said Project Land. (hereinafter called as the said **"APARTMENT"**) as shown in the Floor plan which is annexed hereto and marked as "Annexure - D" for the consideration of **Rs. _____/- (Rupees _____ only)** plus all taxes/levies as applicable and payable by the Allottee to the Promoter/Competent Authority. The said total consideration is inclusive of charges for formation and registration of Society/Federation of Society, the share money, application/ entrance fee of the said Society and the MSEDCL meter deposit and expenses, propionate price towards common areas and facilities. All expenses separately mentioned herein below and expenses for stamp duty and registration fees shall be paid by Allottee/s separately.

- ii. The Allottee has paid before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as Advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of consideration of Rs. _____/- (Rupees _____ only), the said total consideration of Rs. _____/- (Rupees _____ Only) has to be paid in the manner following:

Sr. No.	Amount Rs.	Stage of Payment	%
1.		On or before execution of Agreement as advance payment or application fee	10
2.		On or after the execution of the Agreement.	20
3		on completion of plinth of the said building.	15
4.		on completion of second slab of the said building.	5
5.		on completion of fourth slab of the	4

		said Building.	
6.		on completion of Sixth slab of the said Building	4
7.		on completion of Eighth slab of the said Building	4
8.		on completion of Tenth slab of the said Building	4
8.		on completion of Twelfth slab of the said Building	4
9.		On completion of wall, internal plaster and flooring of the said Apartment	5
10.		on completion of lift wells, staircase and lobby up to the floor level of the said Building in which the said Apartment is situated.	5
11.		on completion of external plumbing and terrace with water proofing of the said Building in which the said Apartment is situated.	5
12.		on completion of lift, water pumps, electrical fittings, and the entrance lobby of the said Building in which the said Apartment is situated.	10
13		on possession the said Apartment	5
TOTAL	----- ---/-	(Rupees..... only)	

- iii. In view of section 194-IA of the Income Tax Act, 1961, coming into force with effect from 01.06.2013 and the agreed price of the said Apartment being more than Rs. 50/- Lakh, the Allottee shall deduct an amount equivalent to 1 *per cent* of each installment agreed, and pay to the concerned exchequer to the credit of the said Promoter and the said Allottee delivers TDS certificate together with evidence of such payment forthwith. On furnishing such TDS certificate and evidence of payment by the said Allottee and on such payment is reflected on the exchequer Web-site, the Promoter shall deduct equivalent amount from each installment;

- iv. Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate/challans and the amount mentioned in the certificate/challans is matching with records of the Income Tax Department;
- v. Provided further that, at the time of handing over possession of the said Apartment, if any such certificate/challans is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Allottee, which shall be refunded by the Promoter on the Allottee producing such certificate/challans within 4 months of the possession. Provided further that, in case the Allottee/s fails to produce such certificate/challans within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s;
- vi. In case of default committed by the Allottee, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India or as per rules and regulations made under the RERA from time to time, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law;
- vii. The installments of the consideration agreed to be paid and payable by the Allottee to the Promoter as mentioned above, shall always be the essence of this Agreement for Sale;
- viii. It is made clear and agreed by and between the parties hereto that, the Promoter shall not be bound to follow the chronological order of any of the above said stages / installments and that the Promoter

shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment;

- ix The Allottee/s shall make payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques in the name of the Promoter herein. If the Allottee/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter;
- x It is made clear that the benefit accrued by the Promoter due to implementation of the Goods and Service Tax Act, 2017 has been passed on by the Promoter by way of commensurate reduction to and in favor of Allottee/s herein and the same has been adjusted in the aforesaid consideration, the Allottee/s hereby agrees and accepts the same and further the Allottee/s hereby agrees not to raise any dispute/claim with respect to the same under the provisions of the said Act and rules made there under.
- xi Total Consideration/Price of the said Apartment, as agreed to herein between the parties hereto, is in view of the amount levied by the competent Authority as and towards development charges, fire premium, balcony closure premium or any such amount by whatever name called, for grant of sanction, permission, approval, revisions or renewals for development of the said Project Land (hereinafter referred to as the said **"DEVELOPMENT CHARGES"**) and construction of building/s thereon prevailing as on the date of booking of the said Apartment. Escalations/increases, due to increase on account of the said 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 the date of booking of the said Apartment to delivery of Possession thereof and of time to time. The said Allottee agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement of the said development charges as and when demanded by the Promoter. The Promoter undertakes and agrees that, while raising a demand on the Allottee for increase in development charges, cost or levies imposed by Competent Authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments;

4. TERMINATION AND CANCELLATION

- (a) Without prejudice to the rights of the Promoter to charge interest in terms of sub clause (vi) of clause 3 above, on the Allottee committing default in payment on due date if any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/them proportionate share of taxes, levied by the Concern Local Authority and other outgoings) or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument and on the Allottee committing 3 (three) defaults of payment of such installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee, by registered post AD at the address and mail at the e-mail address provided by the Allottee as per mentioned hereunder, of his intention to terminate this Agreement and of the specified breach or breaches of terms and conditions of the Agreement in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided

further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount till then received from the Allottee without interest thereon within a period of 30 (thirty) days of the termination after deducting i) adjustment and recovery of administrative expenses of Rs.1, 00,000/- or any other amount which may be payable to Promoter ii) the stamp duty, registration charges, cost of extra work etc and iii) the amount of VAT, service tax, GST, LBT and/or any other taxes charged by the Promoter to the Allottee till date of such termination of the said Apartment, and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as a waiver of Promoter's absolute right to terminate this Agreement;

For whatsoever reason if the Allottee/s herein without any default or breach on his part wishes to cancel/terminate this agreement/transaction in respect of the said Apartment, then the Allottee shall issue a prior written notice by Registered Post Ad only to the Promoter as to his intention cancel and on receipt of such notice the Promoter shall be entitled to deal with the said Apartment with any prospective buyers. After receipt of such notice the Promoter shall issue 15 days notice in writing calling upon him to execute and register a Deed of Cancellation, the Allottee shall be entitled to receive the refund amount after deducting i) adjustment and recovery of administrative expenses of Rs.1,00,000/- or any other amount which may be payable to Promoter ii) the stamp duty, registration charges, cost of extra work etc and iii) the amount of VAT, service tax, GST, LBT and/or any other taxes charged by the Promoter to the Allottee till date of such termination of the said Apartment within 45 days subject to the terms of this Agreement.

- (c) It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein terminated as stated above, then all the

instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the transaction of the said Apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter;

- (d) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

5. CONSTRUCTION:

- (a) The Promoter hereby declares that, the Floor Space Index available as on date in respect of the said Phase I land is 14855.16 sq. mtrs as per sanction plan and Promoter has planned to utilize Floor Space Index of 40000 sq. mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various entire project 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 additional Floor Space Index of 25144.84 sq. mtrs as proposed to be utilized by him on the said Project land in the said Project and the Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and shall be subject to the rights and discretion reserved by the Promoter to be used, utilized and consumed for the construction of the remaining building/s on the said Project Land and/or adding to the construction thereto;

- (i) The additional FAR/FSI by way of TDR shall be utilized for amenity, development plan road or slum rehabilitation or by

whatever name called, by availing the same from the market, as is and to the extent permissible under the concerned Development Control Regulations prevailing at such time;

- (ii) The additional FAR/FSI granted in lieu of surrender of the amenity space relating to the said Project Land/Phase or set-back, surrender of the area out of the said Project Land for road or road widening or any incident relating to the said Project Land and the Promoter shall have preferential/pre-emptor right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed thereunder either by way of TDR and/or otherwise on the said Project Land, to which the Allottee hereby agrees and shall always be deemed to have agreed; the Promoter has disclosed to the Allottee that besides the basic FSI of 40000 sq.mtrs the Promoter shall also be loading the Fungible/associated FSI in terms of balcony/staircases/passages/terraces/AHU's/society office and The Allottee has agreed to purchase the said Apartment based on the said proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI/TDR and on the understanding that the declared proposed FSI/TDR shall belong to Promoter only and the said Promoter shall have right to use the said FSI/ TDR on any building/s being constructed on , which may be solely decided by the promoter only;
- (iii) Subject to the right to revise and of revision of layout, and/or sub division, and/or the plans for construction of the building/s on the said Project Land by the Promoter, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter anywhere else;
- (iv) The Promoter shall complete the construction of the said Apartment as agreed to herein **by** _____ and shall

deliver possession thereof, to the Allottee as stated in clause 6 below;

(v) The period of delay caused in completion of the construction of the said Apartment on account of:

- (a) *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
- (b) non-availability or scarcity of any building material or finishing articles or labour supply,
- (c) prohibitory orders from any court or authority or
- (d) time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
- (e) delay or default by the Allottee/s or other Allottee/s in payment of their respective amount of their dues and any installment under these presents (without prejudice to the right of the Promoter to terminate this agreement under clause mentioned hereinabove),
- (f) delay in grant of any NOC / permission /license connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the building/Apartment,
- (g) road NOC or any other NOC or getting any requisite Certificate from Concerned Authority,
- (h) any additional work in the said Apartment undertaken by the Promoter at the instance of the Allottee/s,
- (i) any other reasons beyond the control of the Promoter and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee,
- (j) extension of time for giving possession as may be permitted by the Regulatory Authority under the provisions of the RERA.

(b) In case of delay in delivering possession of the said Apartment on the part of the Promoter, the Allottee shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of

the State Bank of India, per annum, on the amount paid by the Allottee to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to the Allottee, without prejudice to the right of the Allottee to terminate this agreement and claim refund of the amount so far till then paid to the promoter/ Allottee;

- (c) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to construct the said Building 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 towards the said Apartment and the exclusive from the allotment within 30 (thirty) days from that date. After any refund of money to the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims against the Promoter and that the Promoter shall be released and discharged from all its obligations under this Agreement

6. POSSESSION:

- (a) As mentioned aforesaid, the Promoter based on the approved plans and specifications, assures to hand over possession of the said Apartment on or before 31st December, 2020 and accordingly, The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter of the Allottee intimating that, the said Apartment is ready for use and occupancy;
- (b) **Procedure for taking possession:**

The Promoter, upon obtaining the completion/ occupancy certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee and the terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter on its behalf shall offer the possession

to the Allottee in writing within 30 (thirty) days of receiving the completion/ occupancy certificate of the said Apartment;

Failure of Allottee to take Possession of the said Apartment:

Upon receiving a written intimation from the Promoter as mentioned herein above, the said Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation *et cetera*, as might be required by the Promoter and in prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case failure on the part of the said Allottee to take possession, accordingly without any reasonable cause, within the time provided herein above such Allottee, shall continue to be liable to pay maintenance charges as applicable. Provided that, the decision of the Promoter as to reasonability of any such cause, contemplated herein, as might be put forth by the said Promoter, shall be final and shall be binding upon the Allottee;

- (c) Under no circumstances, the Allottee shall be entitled to possession of the said Apartment, unless the Allottee shall have paid the entire consideration and other money/charges/taxes/levies payable by the said Allottee under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement;
- (d) It shall be expressly agreed that wherever it is responsibility of the Allottee to apply and to get necessary services the same shall not undertaken by the Promoter and the Allottee shall be solely responsible for the same.
- (e) The Promoter shall confirm the final carpet area together with terrace area and balcony area whose exclusive right to use have been allotted by the Promoter that has been allotted to the Allottee for the said Apartment after the completion of construction of the said Apartment and the completion certificate thereof is granted by

the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 *per cent*. 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 (forty five) days with annual interest at the rate specified in the rules and regulations made under the RERA, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as per square meter as agreed in Clause 3 (ii) of this Agreement;

7. DEFECT LIABILITY:

- (a) If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service then wherever possible such defects shall be bound to rectify/remove/alter by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 (five) years from the date of handing over possession, on payment of such fee as may be determined by the said Authority, be referred for decision to Adjudicating Officer appointed under section 71 of sub section (1) of the said Act;

Provided however that said period of five years shall commence from the date of handing over of the possession to the Allottee or from expiry of 15 days notice period issued by the Promoter for

taking possession of the said Apartment, provided further that The Allottee/s shall not carry out any alteration of whatsoever nature in the said Apartment of the said project, and in specific the structures of the said unit/building/ which shall include but not limit to columns, beams, etc. or in the fittings therein in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in bathroom, toilet and kitchen which may result in seepage of water. If any of such works are carried out without written consent of promoter the defect liability shall be automatically become *void*. The word 'Defect' here means only manufacturing and workmanship defect/s caused on account of willful neglect on part of the promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the apartment by the occupants, vagaries of nature *et cetera*;

- (b) That it shall be the responsibility of the Allottee to maintain his unit in proper manner and take all due care needed including but not limiting to the joints in the tiles any Apartment are regularly field with white cement/epoxy to prevent water seepage;
- (c) Further where the manufacturer warranty shown by the promoter to the Allottee ends before the defects/s liability period and such warranties are covered under the maintenance of the said unit /building/ phase/wing and if the annual maintenance contract are not done/ renewed by the Allottee, the promoter shall not be responsible for any defects occurring due to the same.

That the entire project as whole has been conceived, designed and constructed based on commitment and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by the maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the said Building amenities wherever applicable.

Moreover the Promoter is providing certain white goods in the apartment of the Allottee free of cost, and they come with the warranty as per the warranty card provided by the Vendor/Supplier, as agreed between the Parties hereto, the Promoter will not be liable for any defect in such products and the Allottee shall get the same rectified/ changed as per the policy of the Vendor/Supplier of particular product.

- (d) That the Allottee has been made aware that, the Allottee expressly agrees that the regular wear and tear of the Unit/Building/Phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree *celsius* which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (e) It is expressly agreed that, before any liability of defect is claimed by or on behalf of the Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in material used in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed of this Agreement;

8. USE OF THE APARTMENT:

The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence and shall use the covered parking space only for the purpose of keeping or parking vehicle;

9. ORGANISATION:

- i. Notwithstanding anything contained anywhere in this agreement or otherwise, the said Project being implemented on the said Project Land shall always be known and called as "**EPITOME**", though the same can be changed by the solely by the Promoter herein;

- ii. The Promoter herein shall form a Society of all Allottee(s) in the all said buildings, (including the Phase I Project buildings) which are to be constructed in the said Project Land and the Allottee along with other Allottee(s) of apartment holder in the said Project shall join in forming and registering the Society of all Allottee(s) and to be known as "EPITOME CO-OPERATIVE HOUSING SOCIETY LTD" (hereinafter called as the said "**ORGANISATION**") and for this purpose the Allottee(s) shall sign and execute the application for registration and/or membership and the other paper and documents necessary for the formation and the registration of the said Organization and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee.
- iii. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Conveyance Deed, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority;

10. CONVEYANCE:

- i. Unless prevented by circumstances beyond the control of the Promoter, the Promoter shall, execute and/or cause to be executed the conveyance of the said Project land together with all the building/s/structures (including Phase I project) standing thereon in favour of the ultimate body or the Promoter shall (subject to his right to dispose of the remaining Apartments, if any) execute or caused to be executed a conveyance in the nature of deed of apartment in favour of each of the Allottee(s) within a period of five (5) years from the completion of the entire "project Epitome" by the Promoter on the said Land (subject to payment of all dues, amounts and considerations including stamp duty, other charges etc. paid by all Apartments/units Allottee(s);

- ii. Provided that, after conveying the title to the said Society/Association of Allottee(s) under the said Act, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building which is still not sold or allotted and shall be allowed to do so by the Association of Allottee(s) without any restriction or entry of the building and development of common areas,

Provided further that, in such case, the promoter shall be permitted the entry of Apartment of the building and common areas to also discharge his obligations under the said Act;

- iii. It is expressly agreed by the Allottee(s) that, till the execution of Conveyance, the Allottee(s) shall not be entitled to claim any rights and interest in respect of open space, vacant land available in the said project land and the Promoter shall be absolutely entitle to carry out construction activity on such open space or such vacant land without prior written consent of the Allottee/s but subject to obtaining necessary sanction from the Municipal Corporation of Pimpri-Chinchwad;
- iv. Under no circumstances, the Allottee(s) shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee(s) hereinabove either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee(s).
- v. All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid by the Allottee(s) as per his/her/their proportionate share in view of carpet area.
- vi. The execution of the conveyance of the Apartment and/or Apartments, building/s and the Land in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations

provided herein on the Allottee(s) and the Apartment being purchased by him *vis a vis* the Promoter;

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the said Project Land; as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the said Phase I Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Phase I Project and shall obtain requisite approvals from time to time to complete the development of the said Building and Project;
- iii. There are no encumbrances upon the said Project Land or the said Project except those disclosed in the title report as well as in this Agreement;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or said Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Phase I Land and said Phase I Project 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 said Phase I Land and said Phase I Project 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 said Phase I Land and said Phase I Project;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Phase I Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that, the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of all the buildings/structures to the Society of all the buildings structures , the Promoter shall handover lawful, vacant, peaceful, physical possession of the structures and common areas and facilities of the said Project to the said Society;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase I Project and Phase I Land to the competent Authorities till conveyance and/ or formation of society;
- xi. All drawings, plans, other drawings as are given to the Promoter by the appointed Architect, Structural Consultants and other consultants, the Promoter has thus disclosed the same to the

Allottee and the Allottee is aware that the professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there any harm or loss is caused to the Allottee and based on these said details of the drawings an the calculations of areas shown, the Allottee has agreed to take the said Apartment;

- xii. 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 Phase I Land) has been received or served upon the Promoter in respect of the said Project Land and/or the Project except those disclosed in the title report;

12. DECLARATIONS OF THE ALLOTTEE:

- (a) The Promoter herein has made full and true disclosures to the Allottee as to the rights of the Promoter in respect of the said Phase I Land, construction of the said Phase I Project on the said Phase I Land, consumption of additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the said Phase I Project on the said Phase I Land and such other matter relating thereto;
- (b) As required by the Allottee the Promoter herein has supplied all information to the Allottee herein and he/ she is acquainted himself/ herself with all the facts as to the marketable title of the Promoter to the said Project Land, and the rights of the Promoter to develop the said Phase I Land, and after satisfaction and acceptance of verification of title has entered into this agreement;
- (c) The Promoter herein is developing the said project under the name **"EPITOME"**, on the Project Land, with an intention to have the homogeneity in the project as to landscaping, height, facade, elevation of the buildings, outer color scheme, terrace, windows,

grills *et cetera*. The Allottee or any owner or occupier of the Apartment/s in the said Building/s or Project shall not be entitled to disturb the aforesaid homogeneity of the project or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner;

- (d) The Allottee herein declares that, in the said project, the Promoter herein are providing advance technology/amenities/material/plant and equipment in common facilities and which has to be operated/ used by the persons/ Apartment holders in the said project with due diligence and observe all types of safety;
- (e) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the entire project name "**EPITOME**", and at suitable place in the entrance of the said Building the names of the Apartment holders. The Allottee/s in the said project or the ultimate organization shall not be entitled to change name of the said project in any circumstances. The Allottee shall execute proper documents under the provisions of various Acts and rules made thereunder and submit the said project land under the said project along with all the Building/s which is/ are under construction thereon and form Ultimate body and do the needful for formation of such Institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of such society and to amend the same from time to time;

Notwithstanding anything contained anywhere in this agreement, the Allottee shall not:

- i. demolish or cause to be demolished the said Apartment or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting

doors/ windows/ grills walls etc. in the Apartment or any part thereof,

- ii. make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- iii. make any change in the external colour scheme of the building/ wing in which the Apartment is located,
- iv. extend the said Apartment or make any external attachments to the walls of the Apartment like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment ,
- v. cover, fully or partially, any terrace/balconies or other entire projection with any structure,
- vi. use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- vii. obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- viii. raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- ix. use or permit any user of the parking space other than parking of the vehicles,
- x. use the elevators which has potentials to damage the same or its operation nor to misuse the elevators

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

- i. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- ii. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or Association of Allottee(s) or the Limited Company.
- iii. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and

demands in respect of any breach, non-observance or non – performance of such obligations given specifically herein to the allottee.

13. LOAN:

- (a) The Promoter has created a Indenture of Mortgage in respect of the said Land and construction to be carried out thereon in favour of the HDFC Ltd. as security for due repayment of certain project Finance availed of by the Promoter from the said HDFC Ltd;
- (b) However, the Promoter shall keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses
- (c) The Promoter reserves right to change the charge in favor of any other financial institution by vacating present charge of HDFC Ltd. And in such situation provision of this clause shall *mutatis mutandis* apply to such other financial institution.

14. OTHER CONDITIONS:

- i. The Allottee shall maintain the said Apartment at his/ her own cost in good repairs and condition from the date of possession of the said Apartment is taken;
- ii. The said Apartment with exclusive facility attached thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Allottee shall not sub-divide and/or dispose of the same in parts;
- iii. The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/ her/ them it 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/s. The Promoter may, till the transfer of the said Project Land and Building/s standing thereon or the said project to the said Society, represent the Allottee/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Municipal Corporation of Pimpri-Chinchwad, the Government of Maharashtra, MSEDCL, on behalf of the Allottee/s and whatsoever acts done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s;

- iv. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all departments of Municipal Corporation 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 departments if Municipal Corporation and other body or authority or MSEDCL in providing such amenities, services or facilities to the said Project Land or to the Apartment agreed to be sold hereunder;
- v. The Promoter shall be entitled to create encumbrance over the said Project Land or lease, allot, give on license any portion of the said Project Land to any Government/Semi Government Authorities/Local Authority/M.S.E.D.C.L, any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same;

- vi. The Allottee shall pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority/ or Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated;
- vii. The Allottee shall carry at his/her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations 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 building and shall keep the appurtenances thereto in good repairs and conditions; In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority
- viii. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land/ buildings or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance;
- ix. The Allottee shall not dispose, throw, leave any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Project Land and/or the buildings other than designated disposal space or facilities for the said Project;
- x. The Allottee shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed

by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment /Unit by the Allottee/s viz. user for any purposes other than the permissible residential purpose.

- xi. The Allottee shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said society or Federation of Society for "use" of the Apartments/Units in the said Building situated in the said project or in any other part of the said Project Land 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 project and the Apartments therein
- xii. The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it 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 said Allottee/s. The Promoter may, till the transfer of the said Project Land and Buildings thereon to the said Society represent the Allottee/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of Municipal Corporation of Pune the Government of Maharashtra, MSEDCL, on behalf of the Allottee/s and whatsoever acts done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s;

15. MAINTENANCE:

- (a) Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the Possession and/or completion Certificate whichever is

earlier of his Apartment the proportionate share (i.e. in proportion to the carpet area of the Apartment /s) of outgoings in respect of the said Project Land and the Project in which the said Apartment is housed, namely property tax, local taxes, betterment charges, or such other levies by the concerned local authority/Corporation and/or Government, Water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said Phase I Land, the Project Land and said Building ____ and all other outgoings and expenses of and incidental to the management and maintenance of the said the said Phase I Land, the Project Land and the said Phase I Project;

- (b) The Allottee shall pay to the Promoter a sum of **Rs. _____/- (Rupees _____/- Only)** per month (plus taxes as applicable) towards maintenance charges till the assigning /handing over of the said Project Land along with the said Building ____ to the ultimate organization of Apartment Allottee/s. The Allottee agrees and shall pay in advance to the Promoter the said maintenance charges for a period of 2 (two) years in advance prior to taking possession of the said Apartment which is **Rs. _____/- (Rupees _____ Only)** (plus taxes as applicable). The Promoter at its discretion & option shall be entitled to enter into agreement with any person/ company/ professional maintenance & management agency for the maintenance of the common areas & facilities of the said Building ____ and the Phase I Land, the Project Land and the said Phase I Project for months or years with a view to ensure cleanliness thereof even after formation of Society. The Allottee/s and Society/ies shall be bound by the said contract;
- (c) The Allottee shall bear and pay the above mentioned charges to the Promoter in addition to the price of the Apartment and within 7 (seven) days from demand made therefore by the Promoter;

- (d) If the Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the said Phase I Project thereon to an Ad-Hoc Committee of the Apartment Allottee/s of the said Phase I Project for looking after maintenance and management thereof only including collection and disbursement of contributions from the Allottee/s of Apartments/Units in the said project towards payment of outgoing and expenses referred to herein, then in such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Phase I Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee of the Allottees. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee shall extend only to manage the said Phase I Project and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed to be a waiver of the rights of the Promoter under this Agreement;
- (e) The Allottee/s agrees and shall also pay an amount of **Rs. _____ (Rupees _____ Only)** to the Promoter towards the **"SINKING FUND"**, as one time Deposit prior to taking possession of the said Apartment. This Deposit will be utilized by the Promoter to incur any expenses in case of shortfall in the amount of maintenance account;
- (f) In the event of default being committed by the Allottee/s herein or any of the Allottee of any other Apartments in the said Project, the Promoter shall not be bound to pay the outgoings for and on behalf

of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Allottees together who shall be deemed to be Managers under the provisions of the "RERA" and "MOFA" in respect of the Apartments/Units possession whereof has been given by the Promoter;

- (g) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment by the Allottee/s;
- (h) It is also clearly understood that this shall not preclude the Society/Promoter/Ad -Hoc committee from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/s;
- (i) Such Society/Promoter/Ad -Hoc committee shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottee, without prejudice to the other rights and powers of the Society/Promoter;
- (j) The Allottee shall maintain at his/ her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped any exclusive area/s and/or facility/ties, sold and granted specifically, if any;

16 TAXES, CESS, and other CHARGES:

- (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ education cess/ charges/ service tax/ vat/GST duties etc. on the said Apartment and on the said Building proportionately or the fixtures and fittings therein, by the local authority or any other authority

under any statute/ rules/ regulations/ notifications/ orders/ contracts.

- (b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Phase I Land or the said Apartment or the said Phase I project or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee. The Allottee hereby, indemnifies the Promoter and the society from all such levies, cost and consequences;
- (c) The Allottee shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Allottee and Allottee/s of any Apartments/Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Allottee/s on account of the said action. Commencing from the aforesaid date and until the said Project Land and said Buildings thereon are transferred by the Promoter to the said Society by execution of document/s of transfer/ Assignment as herein provided and/or possession of the said Apartment/ Project Land and Buildings thereon is delivered by the Promoter to the said Society and intimation of the same is received by the Allottee from the Promoter, the Allottee shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts to be paid by the Allottee to the Promoter under this Agreement and the Allottee shall not withhold any such payment to the Promoter. The Allottee shall be liable to make payment of

interest at the rate of as prescribed under the concerned statutes and rules and regulations made thereunder on any such contributions liable to be made by him/ her/ them from the date the same became payable up to payment thereof; Also in such event there will be charge of the amount due on the said Apartment and the income therefrom and until payment of the said dues the Allottee shall not be entitled to mortgage, assign, sell, transfer the said Apartment in any manner. It is understood that the interest shall not cover the damage/losses suffered by the Promoter due to non-payment.

- (d) All levies stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee;
- (e) The Allottee hereby, indemnifies the Promoter and the organization from all such levies, cost and consequences arising therefrom

17. RESERVATIONS:

- (a) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee;
- (b) The Promoter shall be entitled to retain one or more unsold Apartments/ tenements, parking spaces and shall continue to have full and absolute rights of disposal thereof without any N.O.C., objection, hindrance or claim from the Allottee and/or the ultimate Society of Apartment Holders. The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Apartments, nor the

organization of the Allottee shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned Apartment is sold by it, and/or from the concerned Apartment Allottee prior to the date of purchase of the concerned Apartment by him/ her/ them; incase of any agreement of any apartment being cancelled/terminated the said Apartment shall be treated as unsold apartment.

- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Phase I Land, the Project Land and the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parking, lobbies *et cetera*, will remain the property of the Promoter until the said Project Land and the Building/s save and except any part reserved by the Promoter, is transferred to the respective society;
- (d) The only rights under this Agreement conferred upon the Allottee are the rights in respect of the said Apartment alone and the same are restricted by terms and conditions of this Agreement. The Allottee agrees that the Promoter has exclusive right in respect of all other Apartments in the said Buildings also in respect of open spaces, remaining on the said Project land along with right to utilize inherent and un utilized FSI or TDR and the benefits arising out of set back as detailed in this agreement.
- (e) The Conveyance to the Society to be formed and registered shall be entitled only to FAR/F.S.I. which is consumed in the said building and in the event of any further or other FAR/F.S.I. is available at present or future for any reason whatsoever and/or any FAR/F.S.I. by whatever name and called can be used and consumed on the said Project Land or the said building, the Promoter alone shall be

entitled to use and consume the same by further construction as may be deemed fit and proper by the Promoter. Such Conveyance shall keep intact the rights of the Promoter to develop the said Project Land by exploiting the entire potential including FAR/FSI or such other additional FAR that may arise in future;

- (f) The Allottee hereby authorizes and allows the Promoter to represent him/ her/ them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/ Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal/ Promoter's requirement and the Allottee/s will not take any objection for the same;
- (g) The Promoter shall have a first charge and lien on the said Apartment in respect of any amount payable by the Allottee under the terms and conditions of this Agreement;
- (h) The Allottee covenants and undertakes that, in the event he/ she/ they have acquired right and interest in terrace/ garden they shall be duty bound and under obligation to permit the Promoter and/ or the authorized representative of the ultimate body formed to, without hindrance, allow right of ingress or egress for laying and/ or repairing and/ or servicing the common service connections and other paraphernalia situated within such open space/ garden/ terrace;
- (i) The Allottee is/are aware of the fact that, the Promoter has undertaken the work of development of the said Project Land, and as such, the Promoter is at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water

line/s or road/s. The Allottee/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use;

- (j) The Promoter may complete the said Building or any part or floor or portion thereof and give possession of Apartment therein to the Allottee of such Apartment and the Allottee herein shall have no right to object to the same and will not object to the same and the Allottee hereby give/s his/ her/ their specific consent to the same. If the Allottee take/s possession of any Apartment in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Apartment are, the said building or any part thereof and if any inconvenience is caused to the Allottee, the Allottee shall not protest, object to or obstruct the execution of such work nor the Allottee shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s;
- (k) The Allottee shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment has been fully paid up, the possession of the said Apartment has been handed over to the Allottee and any other money payable by the Allottee under this agreement till then is received by the Promoter and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement. Any breach thereof, shall entitle the Promoter, to terminate this agreement,

without prejudice to any other rights, available to the Promoter under this agreement and/or other law;

- (l) If after Possession and after formation of Co-operative Housing Society but before execution of conveyance the Purchaser intends to assign his right in respect of the said Apartment, the Allottee shall have to take written permission of the Promoter as well as the said Society.
- (m) After possession of the said Apartment is handed over to the Allottee if any work thereafter is required to be carried out by the Government or by Semi-Government or any local or any statutory authority, to the said Building the same shall be carried out by the said Allottee along with other Allottee at their own cost and expense, though the Promoter may at his discretion assist the Allottees in the same.
- (n) It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just a descriptive material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/ schemes, vehicles etc. to increase the aesthetic value only and are not facts;
- (o) The Allottee shall do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Allottee/s, which the Promoter in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement;
- (p) The consideration and price of the said Apartment agreed to herein between the parties hereto, is in view of the market price for and

cement prevailing as on the date of booking, in event of escalation or increase in the prices of the same, during the period from the date of booking of the said flat to delivery of possession thereof, to the Purchaser herein, the Purchaser agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement;

- (q) The Allottee till the Conveyance shall permit the Promoter and its surveyors or agents with or without workmen and others, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof;

18. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (a) The Allottee, if residents of out of India, shall be solely responsible for complying with necessary formalities as lays down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendments modifications, made thereof and all other applicable laws including that of remittance of payments acquisition/ sale/ transfer of immovable properties in India etc. and provide the promoter with such permission, approvals, which would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange and Management Act, 1999 or Statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws. The Allottee/s understands and agrees that, in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

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

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

Details of the Allottee

Name of Allottee :

Allottee Address :

Notified Email ID :

Details of the Promoter

Promoter name : _____

Promoter Address : _____

Notified Email ID : _____

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

20. GOVERNING LAW:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or any such concerned statute and the rules and regulations made thereunder. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement;

21. DISPUTE RESOLUTION:

Any dispute between Parties shall be settled amicably, Incase of failure to settle the dispute amicably, it shall be referred to the

concerned authorities as per Rules and Regulations of the said Real Estate (Regulation and Development) Act, 2016 and MOFA.

22. JOINT ALLOTTEES:

That in case there are Joint Allottee(s) 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 Allottee(s);

23. WAIVER

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

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

24. STAMP DUTY AND REGISTRATION FEE:

The consideration of the said Apartment as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment. This agreement is executed by the parties hereto under the said Act and stamp duty for this transaction is payable as

per the Maharashtra Stamp Act, 2013, Schedule-1, Article 25(d) plus the Local Body Tax. The Apartment Allottee/s herein has paid stamp duty of **Rs. _____/- (Rs. _____ only)** plus appropriate registration fee herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owner herein in favour of the Allottee herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be exclusively paid by the Allottee.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Haveli, Pune 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 at Haveli (Pune). Hence this Agreement shall be deemed to have been executed at Pune.

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

26. RIGHT TO AMEND:

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

27. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the parties in regard to the said Apartment;

28. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is cleared 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purposes;

That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of Project land acquisition undertaken by a government agency including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and other rights given by the Promoter to the allottee for which consideration has been dispensed

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

Wherever in this Agreement it is stipulated that, the Allottee has to make any payment, in common with other Allottee(s) in the said Project, the same shall be in proportion which the carpet area of the

Apartment, to the total carpet area of all the Apartment, in the said Project;

30. 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

31. BINDING EFFECT:

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

32. SEVERABILITY:

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

33. MISCELLANEOUS:

a) The Promoter before the execution of this Agreement has explained to the Allottee/s inter alia, the entire scheme of the said project, the said Phase I Project, the method of conveyance in favour of Society formed of all the Buildings in the said Project Epitome, the Amenities of the said Phase I Project, in general description of the Project Epitome, etc and the Allottee has understood and expected the same and has executed this Agreement.

b) Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

SCHEDULE - I

(Description of the said "**PROJECT LAND**")

All that portions land or ground jointly admeasuring Hectares 01=39.72 Ares i.e. 13972 square meters bearing Survey No.s 129/B/1 admeasuring Hectares 01=32.5384 Ares and 129/B2 admeasuring Hectares 00=07.1816 Ares situate at village Wakad, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the

Sub Registrar Haveli No. 1 to 26, Pune and jointly bounded as follows:-

On or towards the East : By part of land bearing Survey No. 129.

On or towards the South : By land bearing Survey No. 128.

On or towards the West : By partly by land bearing Survey No. 129 and by 24 metre wide DP Road.

On or towards the North : By part of land bearing Survey No. 129.

0-0-0-0-0

SCHEDULE - II

(Description of the said **"PHASE I LAND"**)

All that plinth area admeasuring 1325.88 sq.mtrs out of the project land along with basic F.S I. of 14855.16 sq.mtrs on which Three Residential buildings namely "A", "B", and "C" (Phase I Project) are being constructed.

SCHEDULE - III

(Description of the said **"APARTMENT"**)

Residential Apartment	No.
Building/ Wing	
Floor (above stilt)	
Area of Apartment (Carpet)	sq. mtrs
Exclusive right to use Terrace area	sq. mtrs
Exclusive right to use Balcony area	sq. mtrs
Exclusive right to use Passage area	Sq.mtrs
(Exclusive facility) exclusive right to use Car-	

Parking space (delineated in the parking plan annexed hereto)	
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as delineated in the floor plan annexed hereto.

APARTMENT AREA:

The area of the said Apartment as mentioned herein above, shall always be subject to tolerance/variation up to 3 *perc cent* and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

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SCHEDULE - IV

(Description of the **“Common Facilities and Restricted Facilities etc.”**)

(A) COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator with lift room, lift well and elevator equipment’s located adjoining the overhead water tank for the building.

(B) RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent if any to the Apartment shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. The parking allotted to the Allottee shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building in the manner as stated herein.

Annexure "E"

(List of Amenities and Specifications of the said Apartment)

Flooring and Ceiling:

- Carara Marble in living and dining and Marble/wooden flooring in bedroom
- Anti-skid flooring for balconies.
- False ceiling with lighting in entire apartment

Kitchen:

- Modular Kitchen with Hob and Chimney, Microwave and dishwasher
- Stainless steel sink with drain board.
- High quality chrome-plated brass taps.
- Concealed plumbing with premium quality pipes.
- Plumbing point provisions for water purifier.
- Provision for exhaust fan.
- Piped gas connection.

Bathrooms:

- A combination of designer tiles for bathrooms.
- Imported sanitary fittings with Viega Plumbing equipment's or equivalent
- Exhaust fan in all bathrooms.
- boiler/geyser in all bathrooms.

- False Ceiling in all the bathrooms with lights

Security-Doors & Windows:

- Powder-coated aluminum sliding windows.
- Video door phone.

Electricals:

- Central VRV Air-conditioning by Daikin or equivalent
- Concealed electrical wiring with circuit breakers.
- Earth leakage circuit breakers in main electrical panel.
- Adequate electrical points in each room.
- Premium quality switches in all room.
- Provision for cable, telephone, intercom and broadband connectivity in all rooms.

Note:

- Any additional specification or work will be charged extra along with necessary VAT, GST, Service Tax and all other taxes as may be levied by the Government/Competent Authority. No rebate will be given for cancellation or omission of any item.

External Amenities

Entrance Lobby of the said Building:

- Imported marble flooring in main entrance lobby of every building.
- POP/Gypsum ceiling with decorative lights in main entrance lobby of every building.
- Security point per lobby
- Seating for residents and visitors.
- Designer name plate directory.
- Letter box for each apartment.

Value Additions of the said Building:

- Fire-fighting systems for the building.
- Superior internal wall finish with washable emulsion paint.
- Superior washable cement paint for external walls.
- Automatic passenger elevators.
- Garbage chute

Proforma

In witness whereof, the parties hereto have signed and executed this AGREEMENT FOR SALE on the date and at the place herein before first mentioned.

Mr. Bharat Agarwal (duly authorized Partner of and for the Promoter; M/s. Kasturi Developers)		
Photograph	LHTI	Signature
(Allottee)		
Photograph	LHTI	Signature

(Allottee)		
Photograph	LHTI	Signature

Witnesses	Signatures
1) Name : Address :	
2) Name : Address :	

Proforma

ANNEXURE - A

Copy of the Title Report and Certificate

ANNEXURE – B

Copy of extract Village Forms VI or VII and XII

ANNEXURE – C

Copy of Commencement Certificate

ANNEXURE –D

Copy of Floor Plan

ANNEXURE – E

Copy of N A order

Proforma