

PERFORMA ALLOTMENT LETTER

DATE:

To,

1) _____
Residing at; _____
_____.

2) _____
Residing at; _____
_____.

Subject: Allotment of Apartment.

Reference: Your application dated _____, for allotment of apartment/unit: _____.

Sir/ Madam,

You have submitted your above referred application (said "APPLICATION") to us for allotment of an apartment as detailed below (said "APPLICATION"):

Particulars	Details
Apartment No	
Area	Sq.mtrs (Carpet)
Balcony(if any)	Sq.mtrs
Terrace (if any)	Sq.mtrs
Parking space/s (if any)	
Name of the Project	Vivacity
Address of the Project	S no. 9, village Dhanori, Pune 411015

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No	Details	Amount in Rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs._____/-
2	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs._____/-
3	Registration fee	Rs._____/-
4	Applicable Service Tax /GST	Rs._____/-
5	Other Applicable Tax/VAT	Rs._____/-
6	Applicable TDS	Rs._____/-
7	One time maintenance cost for first 24 months/ one time maintenance cost for life time as the case may be.	Rs._____/-
	Total	Rs._____/-

We have received from you an amount of Rs._____/ - (Rupees:_____ only) by cheque dated _____ for Rs. ____/- , bearing no._____, drawn on _____ Bank, branch_____, towards advance payment (said "ADVANCE PAYMENT") and we have issued you a receipt in that regard.

- (2) The Balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "AGREEMENT").

Other Terms and conditions of allotment of the said Apartment.

- 1.I/We have gone through the entire project plan and details have to be sanctioned as received. Further I/we have gone through the draft of the agreement which has to be executed by the buyers of a unit in this project.
- 2.I/We know that the application is tentative and shall only be finalised on your acceptance of the same by execution of the agreement for sale.
- 3.I/We accept the terms and conditions mentioned in the agreement.
- 4.I/We also agree to pay all your payments as per the stages of construction, as mentioned in the agreement.
- 5.I/We would pay any taxes if applicable by the government as and when demanded by the government.
- 6.In case of cancellation of the agreement, the promoter will not be held responsible for the loss of the paid Stamp Duty and Registration fees. It is the right and responsibility of the allottee/s to apply for the refund of Stamp Duty and Registration fees from the concerned government authority.
- 7.I/We are well aware that after the execution of the agreement/booking, if the agreement/booking is cancelled in terms as stated in the agreement/booking then I/we are entirely liable to pay Rs. 1,00,000/- (Rupees One Lakh) as administration charges towards the cancellation and agree to receive the refund of the amount paid on the date.
- 8.I/We understand and agree that this application for allotment is non-transferable.
- 9.I/We, the above applicant/s hereby declare that the above particulars/information given by me/us is true and correct. Any changes in my/our contact details will be intimated to Realcon Landmarks LLP or I/we will be totally responsible for the losses, if any.

10. I/we agree that Realcon Landmarks LLP reserves the right to accept or reject the application for allotment without assigning any reason thereof.
11. I/We also know that possession of the property will be as per the agreement.
12. I/We strictly will not accept any cash payments and the developers will not be responsible for any cash transaction or fraud.
13. 6% CGST and 6% SGST will be charged as applicable.
14. The final price mentioned is the price agreed upon after negotiations and the discount offered.
15. Cheque payment only in the name of Vivacity Collection A/c No.:_____, Bank Name: IDBI Bank Ltd., Pune - Ashoknagar, IFSC Code: IBKLOOOO600, Branch: Ashoknagar Branch, Branch Code:

Acceptance of allotment of the said Apartment

I/ We hereby acknowledge to have checked the said Disclosures and have received a CD containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this -----
day of ----- 2021.

BETWEEN

Realcon Landmarks LLP, a registered Limited Liability Partnership Firm, duly registered under the Limited Liability Partnership Act, 2008, with the Registrar of Companies Pune, having Registration No. _____ and as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962, having Permanent Account No. _____ and having registered office at 102, First Floor, A wing, ICC Trade Tower, SenapatiBapat Road, Pune 411 016, represented by its designated partner **MR. Vineet Krishnakumar Goyal-----**, Age about 40 years, Occupation: Agriculturist and Business and having Unique Identity Number (Adhar) _____. E-mail crm@kohinoorpune.com and hereinafter referred to or called as **"THE PROMOTER/OWNER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include the said Partnership Firm, partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns).

... PARTY OF THE FIRST PART

AND

1) NAME: MR. -----

PAN - -----

Age: ---

Occupation : -----

AADHAR :-----

2)NAME: MRS. -----

PAN - -----

Age: ---

Occupation : -----

AADHAR :-----

Address:-----

-, Maharashtra, India

E-mail id: -----

Hereinafter referred to or called as “THE ALLOTTEE/
PURCHASER” (which expression shall unless repugnant to the
context or meaning thereof shall mean and include he/ she/ they/
himself/herself/themselvesand his/her/theirheirs, executors,admin-
istrators only).

... PARTY OF THE SECOND PART

WHEREASAll that piece and parcel of land admeasuring H02=20.125 Ares
equivalent to 22012.50 sq.mtrs (“said Plot”) being a portion out of the land
admeasuring 0H 04=45.125 Ares, out of S. No. 9, totally admeasuring about

0H11=87Ares ("**Larger Land**"), situated at Village Dhanorie, Taluka Haveli, District Pune and within the local limits of Pune Municipal Corporation and along with right of ingress and egress. Hereinafter is referred as "SCHEDULE-I PROPERTY/SAID LAND" is owned by the Promoter/Owner and the name of the Promoter/Owner is shown in revenue record as the owner and possessor of the Said Land.

1. Brief History of the Property :-

- A. The Owner/Developer/Promoter, vide and under a duly registered conveyance Deed dated 31st December, 2020, Haveli- IX, at Serial No. 2429/2021 on 27th April, 2021, executed in its favour by one Nirvana Multicon Pvt. Limited, purchased the said Land admeasuring 22012.50 Sq.mtrs, and accordingly its name was entered in the 7/12 Extract and other revenue records as holder to the extent of the said Land and given effect to vide Mutation Entry bearing No. 24890, dated 08th June, 2021. The said Nirvana Multicon Pvt. Limited, also executed a duly registered Power of Attorney in its favour dated 01st April, 2021 at Serial No. 2430/2021, Haveli- IX;the Owner/Developer/Promoter was accordingly put in actual ,vacant and peaceful possession of the said Land.
- B. As per the present sanctioned Development Plan applicable to the Village Dhanorieand the Zone Certificate No. _____ dated _____,the entire Survey No. 9 is shown within Residential Zone.
- C. The Owner/Developer/Promoter herein has proposed to float ownership scheme under name and style "**Vivacity-----**" on the Said Land comprising ofsinglebuilding having Parking Floor plus _____residential floors,herein after referred as "the Said Project", thesinglebuilding havingParking level and _____residential floors, the building is hereinafter referred as "the Said Building".
- D. The Promoter herein has entered into standard agreement with Architect, _____ Architect partnership firm registered under _____ and also registered with the Council of Architect of

India having enrollment No._____, for preparation of the layout plan and drawing of the Building. The Promoter also entered into standard agreement with structural engineer_____ structural designer company registered under the Companies Act, 1956 and also registered with the Council of Structural Engineers of India having enrollment No._____, for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of the Said Project. The Promoter also appointed Chartered Accountant _____, and also registered with the Council of Chartered Accountant of India having enrollment No._____, for accounting, audit and compliances. The Promoter accepted the professional services, consultations, supervision etc. of the aforesaid Consultants and Professionals till the completion of the Said Project, subject to the Promoter having reserved the right to change aforesaid Architect or Structural Engineer or Chartered Accountant as the case may be before the completion of the Said Project and appoint new Architect or Structural Engineer or Chartered Accountant till the completion of the Said Project if the circumstances may so require.

- E. The Promoter herein being land owner and developer of the Said Land alone has sole and exclusive right to sell the flat/unit of the Said Building to be constructed by the Promoter on the Said Land and entered into agreement/s with the Allottee/Purchaser of the flats and to receive the sale price in respect thereof. As per Development Control Rules applicable to the Said Project, the Promoter herein has to pay/paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspects, the Promoter herein has

also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. Since the Promoter is absolute owner and possessor, he has sole and exclusive right to enter into agreement/s with the Allottee/ Purchaser, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

- F. The Allottee/Purchaser herein has shown willingness to purchase an Apartment in the Said Project, and the representative of Promoter has disclosed all the required disclosures, as required as per The Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and rules made thereunder.
- G. The Allottee/Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/ Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee/Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested the Allottee/Purchaser to carry out independent search by appointing his/her/their own Advocate and to ask any further queries, that he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the Building and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and the Said Project as well as apartments in

the Said Project, the Allottee/Purchaser has decided to have one Apartment/Flat in the Said Project and has made application dated----- with required application amount for allotment of Apartment as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/Purchaser and allotted Apartment No. ----- to the Allottee/Purchaser as per allotment letter dated----- aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule- II** written hereunder and hereinafter referred as the “ **Said Apartment**”.

- H. The Promoter herein has obtained sanctions, permissions etc. as disclosed in Clause no. 1 hereunder written. While sanctioning the said plan, the concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which to be observed and performed by the Promoter while developing the Said Land and the Said Building and upon due observance and performance of which only the full and final completion and occupation certificate in respect of the Said Building shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project.
- I. The Said Land, with Layout Plan of the Said Project is shown on the plan annexed hereto as **Annexure-1**. The present sanction plan which is annexed hereto as **Annexure-2**. The Floor Plan of the building in which the Said Apartment is situated showing the Said Apartment by zebra stripes is annexed hereto as **Annexure-3**. The specifications for the Building and specifications for the apartment therein is stated, in **Annexure-4** annexed hereto. Common Facilities for the Said Apartment is stated in **Annexure-5** annexed hereto. Copy of the Non - Agriculture permission dated 11/02/2021 bearing issued by the Collector Pune is annexed hereto as

Annexure-6. Copy of the Sanction Letter/Commencement Certificate Bearing No._____dated _____issued by the Pune Municipal Corporation (PMC), is annexed hereto as **Annexure -7.** Copy of 7/12 extract shown the name of the Promoter herein for the Said Land is annexed hereto as **Annexure-8.** Copy of the Certificate of the title, issued by the Advocate of the Promoter isannexedheretoas**Annexure-9.** Copy of the RERA Certificate is annexed hereto as **Annexure-10.**

- J. The Allottee/Purchaserherein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other apartment/s in the Said Project.
- K. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Apartment, and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERAand Section No. 4 of the MOFA and rules made thereunder,the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS
HEREBYAGREEDBY AND BETWEEN THE PARTIES HERETO AS
UNDER:-**

**1. DISCLOSURES MADE BY THE PROMOTER TO THE
PURCHASER HEREIN:-**

Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under-

- 1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the Partnership Firm registration certificate and which shows that, the Promoter/Owner is a Partnership Firm registered with the Assistant Registrar of Firms, Pune having Registration No. ____dated _____, having office at _____.
- 1.2 The Promoter herein disclose to the Allottee/Purchaser herein that, the Promoter herein has made application for registration to the Real Estate Regulatory Authority, State of Maharashtra and received registration certificate having registration no. _____.
- 1.3 The Promoter herein states that, the Said Land is owned and possessed by the Owner/ Developer/Promoter free from all encumbrances, charges or claims and name of the Owner/ Developer/Promoter is shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The Owner/ Developer/Promoter has been got investigated the rights, authority and title of the Promoter towards the Said Land from Advocate and copy of the certificate title of the Said Land is annexed hereto as Annexure - 9.
- 1.4 The Promoter herein has disclosed to the Allottee/Purchaser that, Said Land will be developed by constructing Sixth building as per Said Sanctioned Plan as annexed hereto as Annexure-2 being project called by the name "**Vivacity**".
- 1.5 The Promoter herein informed and Allottee/Purchaser herein is well aware that, the Said Land is situated within the periphery development control of PMC. As per development control rules of

the aforesaid authority, Basic FSI for the Said Land is ____and in addition to that, equivalent FSI for the amenity space area and area affected by internal or development plan road can be availed by surrendering the same to the Development Controlling Authority. Paid FSI permissible on the Said Land and it is an additional ____% of the Net Plot Area i.e. _____ Sq. Mtrs. permitted on the Said Land which can be availed by the payment of a premium as per D.C. Rules applicable to the Said Land and in addition to that TDR and additional paid FSI may be permissible in future in light of the Development Control Rule applicable for the properties situated within the periphery of PMC can be utilized for construction of the buildings on the Said Land. The Promoter herein state that, no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter shall have the right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said Land or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and shall be allowed to use the same on the Said Land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Land. The Allottee/Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

1.6 The Promoter has received the sanction from PMC vide sanction letter and Commencement CertificatehavingOutwardNo. _____,dated _____.The present

sanctioned plan shows ____building having ground parking plus upper ____residential floors.Balance eight floors yet to be sanctioned.

- 1.7 The Promoter states that, he has received Non-Agricultural Permission for Residential purpose vide Order having No. _____,Pune, dated _____received from Collector (Revenue Branch) Pune for area admeasuring _____sq.mtrs.
- 1.8 The Promoter herein has informed and disclosed to the Allottee/Purchaser herein that, the Corporation/ PMC/local Government Body may not be able to supply adequate water throughout the year. In the event the Corporation/PMC/local Government Body is not able to supply the same, whatever expenses are required to be made for the use/purchasing the water, shall be borne by the Purchaser and their organization and Promoter shall not be liable to bear the cost thereof.
- 1.9 The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewerage and wastewater the Promoter has already provided adequate capacity storm water drain discharge in recharge pits and for sewerage, waste water and solid waste the Promoter has already installed adequate capacity Sewerage Treatment Plant (STP).
- 1.10 The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity Sub-Station and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter

will apply for necessary electricity supply for the Said Project and will pay the necessary charges for the same. On installation of such sub-station necessary cables upto the building will be laid down for building and sufficient space will be provided for the energy meter for each apartment and separate electrical/energy meter will be provided for each apartment as per norms of the Maharashtra Electricity Distribution Company Limited. For common area lights and electricity required for common water supply pumps, a separate energy meter will be provided alongwith Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/Purchaser with due diligence accepted the aforesaid disclosure.

- 1.11 The Promoter herein state that, for the Said Project, there are common facilities,restricted common facilities and amenities and same are more particularly stated in Annexure - 5 annexed hereto.
- 1.12 The Promoter herein state that, in the Said Project the specifications for the said building in the Said Project and specifications for each apartment in the building are more particularly stated in Annexure - 4 annexed hereto.
- 1.13 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No. 4 hereinabove written.
- 1.14 The Promoter herein to disclosed and provided to the apartmentAllottee/Purchaser for inspection copies of demarcation

plan, sanctioned layout and building plan and further disclose that, balance sanction for the eight floors is yet to be received and that the Promoter will obtain the same in due course by utilizing all type of buildable potential of the Said Land as per development control rules and regulations applicable for the Said Land from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.

1.15 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the apartments in the Said Project to be constituted and to which title is to be passed as stated in Clause No.12 hereunder written.

1.16 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee/Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee/ Purchaser the Promoter herein has given all information to the Allottee/Purchaser herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

1.17 The Promoter, at the time of allotment and prior to the execution hereof, as demanded by Allottee/s , has given inspection to the Allottee/s of all documents of title relating to the Said Project Land/Apartment/Building and the plan, design and specifications prepared by the Promoter's architect, 'User Manual' prepared by the Promoter, copies of documents inter alia such as all sanctions, permissions, licenses, clearances etc. issued in favour of the Promoter by various local/ government/semi-government bodies, right of the Promoter to develop the Said Project and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules, (said Act) and the Allottee/s has satisfied himself about the plans, design and specifications of Said Apartment, title of the Promoter/Owner to the Said Project and Promoter's/Owners right to develop the Said Project including and to allot and sell the Said Apartment.

2. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING PLANS AND CONSTRUCTION ACCORDINGLY:-

In terms of sub-clause No.1.5 and 1.6 of clause No.1 hereinabove written, the Promoter has to obtain sanction of the Ground Floor Parking + _____floors of the Said Building and shall construct the Said Building on the Said Land. The Promoter has to be paid by the Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter, then the Promoter will issue the receipt to that effect to the Purchaser/s. The nature extent and description of the common facilities and common amenities are more particularly described in the Schedule-5 hereunder written. The Promoters herein has agreed to provide the

specification in the Said Apartment, which are more particularly described in the Annexure-4 annexed hereto.

3. CONSIDERATION OF THE SAID APARTMENT -

A) Considering the present status of construction of the said building at site in which the Said Apartment is situated and further in light of the Purchaser having agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter has agreed to sell and Purchaser herein has agreed to purchase, all that, residential tenement being Apartment/Flat No._____, situated on _____ floor in the building / wing No._____, which tenement is more particularly described in the Schedule-II hereunder written and shown floor plan annexed hereto as Annexure-3 i.e. said Apartment, at or for total lump-sum consideration of Rs._____/-(Rupees _____ only) including price for proportionate utilization of the common areas and facilities appurtenant to the said Apartment, subject to the encumbrance of the limited areas and facilities, but excluding all expenses of Stamp Duty and Registration Fees, Goods & Service Tax (GST = CGST + SGST), Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government same have to be paid by the Allottee/Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Allottee/Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser.

B. It is specifically agreed and understood between the parties hereto that, the Allottee/Purchaser herein has agreed to purchase and

Promoter herein has agreed to sell the Said Apartment on ownership basis at the rate on carpet area of the Said Apartment on lump-sum basis, at or for consideration as stated hereto before.

C. The Allottee/Purchaser herein is well aware that, the building /wing in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee/Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

- i) 10% On or before signing of this agreement.
- ii) 20% To be paid after execution of this Agreement or on completion of plinth work of the building/wing in which the Said Apartment is located
- iii) 10% Within 8 days of completion of the Second floor slab of the building/wing in which the Said Apartment is located.
- iv) 10% Within 8 days of completion of the Fourth floor slab of the building/wing in which the Said Apartment is located.
- v) 10% Within 8 days of completion of the Sixth floor slab of the building/wing in which the Said Apartment is located.
- vi) 10% Within 8 days of completion of the Seventh floor slab of the building/wing in which the Said Apartment is located.
- vii) 10% Within 8 days from commencement of brick work of the Said Apartment.
- viii) 05% Within 8 days from commencement of plastering work of the Said Apartment
- ix) 10% Within 8 days from completion of installation of lifts, Water Pumps, Electrical Fittings, Electro, Mechanical and Environment requirements, entrance lobby/s, etc. as

prescribed in this Agreement for the building/wing in which Said Apartment is located.

- x) 05% And other dues payable by the Allottee/Purchaser to the Promoter within 15 days from the receipt of intimation letter alongwith the copy of the Occupation/Completion Certificate as to the take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee/Purchaser shall be liable to pay the interest as stated in Clause No.4 hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

The Promoter herein has informed to the Purchaser that, the Construction of the building/wing as well as apartments therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

- D. The Allottee/Purchaser herein shall pay the aforesaid consideration alongwith the all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment. Payment in time is the essence of the contract.
- E. The Promoter herein informed to the Purchaser herein that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques/Demand Draft/RTGS issued/drawn in the name of “ _____ ” Master Account No. 0600102000010937’

OR _____ in _____ the _____ name _____ of
“ _____ ” Account No. _____ ’ OR
by direct transfer to the aforesaid account with IFSC Code
No. _____, of _____ of _____ OR and
payment towards Stamp Duty and Registration Fees, Goods & Service
Tax (GST = CGST + SGST), Local Body Surcharge (U/S. 149 A & 149 B
of The Maharashtra Corporation Act, or any other tax, cesses, etc., has
to be made by the Purchasers by Cheque/Demand Drafts/RTGS issued
/drawn in the name of “ _____ ”, Current Account
No. _____ ’ should be made payable at Pune OR by
direct transfer to the aforesaid account with IFSC Code
No. _____, of _____; of _____. The Total
Price is escalation-free, save and except escalations/increases, due to
increase on account of development charges payable to the competent
authority and/or any other increase in charges which may be levied or
imposed by the competent authority Local Bodies/Government from
time to time. The Promoter undertakes and agrees that while raising a
demand on the Allottee/Purchaser for increase in development
charges, cost, or levies imposed by the competent authorities etc. the
Promoter shall enclose the said notification/order/rule/regulation
published/issued in that behalf to that effect along with the demand
letter being issued to the Allottee/Purchaser which shall only be
applicable on subsequent payments.

- F. The Allottee/Purchaser authorizes the Promoter to adjust/appropriate
all payments made by him/her under any head(s) of dues against
lawful outstanding, if any, in his/her name as the Promoter may in its
sole discretion deem fit and the Allottee/Purchaser undertakes not to

object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee/Purchaser shall be bound and liable to pay interest minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two percent per annum, on all the amounts which become due and payable by the Allottee/Purchaser to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay by the Promoter against delay in payments by the Allottee/Purchaser.

5. TERMINATION OF AGREEMENT:-

- 5.1 Without prejudice to the right of the Promoter to charge interest in terms of Clause No.4 hereinabove written on Allottee/Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concerned local authority, State or Central Government and other outgoings) and on the Allottee/Purchaser committing any default in payment on due dates or Allottee/Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then, the Promoter herein shall have

absolute right and authority to terminate this agreement by giving prior 15 days' notice in writing to the Allottee by register post A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Allottee/Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee/Purchaser herein fail to rectify the default /breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Apartment also stands cancelled and the Allottee/Purchaser shall have only right to have the refund of the amount without any interest subject to condition stated in Sub-Para No.5.4 hereunder written on execution and registration of Cancellation Deed.

- 5.2 For whatsoever reason if the Allottee/Purchaser herein desire to terminate this agreement/transaction in respect of the Said Apartment then, the Allottee/Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee/Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment with prospective buyers.
- 5.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Apartment between the Promoter and Allottee/Purchaser herein terminated as stated in sub-para 5.1 and 5.2 hereinabove written then all the instruments under whatsoever head

executed between the parties hereto or between the Promoter and Allottee/ Purchaser herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

5.4 On termination of transaction in respect of the Said Apartment as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Apartment by the Promoter as under:

5.4.1 If the Promoter is able to dispose of the Said Apartment for the same consideration or higher consideration as to the consideration agreed between Promoter and Allottee/ Purchaser herein then, the Allottee/Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head.

5.4.2 If the Promoter able to dispose off the Said Apartment for the lesser consideration as to the consideration agreed between Promoter and Allottee/Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Allottee/ Purchaser herein to the Promoter towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee/Purchaser herein shall be entitled to receive the same.

5.4.3 The Purchaser herein is not entitle to receive refund of amount paid by the Purchaser to the Promoter for payment of Local Body Tax or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated herein.

5.4.4 If the Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Apartment.

5.4.5 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed and all other rights under this agreement of the Purchaserherein stands automatically extinguished on termination as stated in sub clauses 5.1 & 5.2 hereinabove written.

5.5 Notwithstanding anything contained herein above written in this clause, it is specifically agreed and understood that, if notice for cancellation is issued by the Promoter wherein date for refund of amount to the Purchaser/Allottee is specified and if the Allottee / Purchaser fail to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called by the Promoter, then for the period commencing from the date on which notice for cancellation is issued by the Promoter till the day the Allottee/Purchaser executes/registers Cancellation Deed as required by the Promoter, the Allottee/Purchaser is not

entitled and the Promoter herein is not bound to pay any interest on the amount paid by the Allottee / Purchaser to the Promoter till then.

6. OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee/Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Apartment. The Allottee/Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the Said Apartment is situated.

7. SPECIFICATIONS AND AMENITIES:-

The Fixtures, fitting and amenities to be provided by the Promoter in the Said Building and the Said Apartment are those that are set out in Annexure-4 annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the Annexure-5 annexed hereto. In the scheme multi storied high-rise Building are under construction and considering to maintain the

stability of the Buildings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee/Purchaser herein that, his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

8. DELIVERY OF POSSESSION:-

- 8.1 The Promoter shall give possession of the Said Apartment to the Allottee/Purchaser on or before 31/03/2024. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee/Purchaser herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of section 8 of MOFA & Section 18 of RERA, by the aforesaid date or the date or dates prescribed in section 8 of the MOFA & Section 18 of RERA, then the Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Said Apartment with simple interest pay @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will

be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/Purchaser such amount shall subject to prior encumbrances if any, be a charge on the Said Apartment.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Apartment on the aforesaid dated, if the completion of building in which the Said Apartment is to be situated is delayed on account of:-

- i. War, civil commotion or act of God, natural calamity and/or Pandemic.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.
- iii. The Allottee/Purchaser has/have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present.
- iv. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.

8.2 After completion of construction of the Said Apartment and within 7 days from the receipt of completion/occupation certificate from concern competent authority and the payment made by the Allottee as per the Agreement the Promoter herein shall offer in writing the

possession of the Said Apartment to the Allottee/Purchaser and after inspecting the Said Apartment in all respect and get satisfied according to the terms and conditions of this agreement within 15 days from the receipt of aforesaid offer in writing Allottee/Purchaser shall take the possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement and accordingly the Promoter shall give the possession of the Said Apartment to the Allottee/Purchaser by complying all compliances as agreed in this present.

8.3 The Promoter specifically informed the Allottee/Purchaser that, the Said Project is a project consisting of single Building, and the construction of such common amenities will be completed in due course within 6 months, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common amenities to the Said Project.

8.4 In case, the Allottee/Purchaser fails to take the possession within stipulated period as stated hereto before, since the occupation/completion certificate is received, the Allottee/Purchaser continue to be liable to pay maintenance charges and all other statutory payments to the concern authorities and interest being

penal interest @ 1.25% per month or part thereof to the Promoter from the date of receipt of occupation/completion certificate.

- 8.5 If the Promoter herein, fails to complete the construction of the Said Apartment, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/Purchaser and the Promoter herein, if the Allottee/Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Allottee/Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of Rs.-----/- per sq.mtrs. of carpet area of the Said Apartment for per month, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the apartment is completed and ready for handing over the possession to the buyer of the apartment. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Apartment. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee/Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Allottee/Purchaser failed to pay the due installment on due date, amount to breach of aforesaid condition and Allottee/Purchaser will not entitled to receive the aforesaid compensation.

It is further agreed between the parties hereto that, after receiving the possession of the Said Apartment by the Allottee/Purchaser in pursuance of this clause, the Allottee/Purchaser herein shall not be

entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

- 8.6 It is agreed between the Promoters and the Purchaser/s, that the Promoter will give the possession of the Said Apartment after getting the full consideration/price from the Purchaser and the Promoter will handover a separate possession receipt of the Said Apartment to the Purchaser which will be not later than 30 days from the execution of this Agreement.

9. DEFECT LIABILITY:-

The Said Apartment is ready for use and occupation and the Promoter will give the possession of the Said Apartment after getting the full consideration / price from the Purchaser.

If within a period of five years from the date of handing over the possession of the Said Apartment by the Promoter to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter in writing any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, waste management plants, lift, Gas line if any, security

equipments if any, Solar System if any, will be as per the warrantee provided by the respective manufacturer/ supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee/Purchaser to take the possession of the Said Apartment or the Allottee/Purchaser took the possession of the Said Apartment whichever is earlier.

Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the Said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

10. USE OF THE SAID APARTMENT:-

- 10.1 The Allottee/Purchaser herein shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/Purchaser shall use the Said Apartment or

any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential apartment in the building shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

- 10.2 The Allottee/Purchaser shall use the allotted parking space only for the purpose for keeping or parking the Allottee/Purchaser own two wheeler or four wheeler light vehicle, but not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozers shall and will not be entitled to park his/her/their any two / four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking two / four wheeler vehicle.
- 10.3 After delivery of possession of the Said Apartment by the Promoter to the Allottee / Purchaser herein in terms of this present, the Allottee / Purchaser herein for whatsoever reason desire to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Allottee / Purchaser herein or owner of the Said Apartment as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the Said Apartment.

11. FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING AND PROJECT ON THE SAID LAND:-

11.1 The Promoter herein has decided to form Co-operative Housing Society for Apartments in the Said Project under name and style _____ or such name as permitted and sanctioned by concerned Co-Operative Housing Societies Registrar.

11.2 In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the apartments holders in the building which is under construction or to be constructed on the Said Land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society, has entered into this transaction.

11.3 To enable the Promoter to form the society as aforesaid, the Allottee/ Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the apartment/s in the project under section 19 of RE(R&D)A, R.9 of RE(R&D)R and Section 10 of the MOFA, R.8 of MOFR. No objection shall be taken by the Allottee / Purchaser if any

changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co- operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. CONVEYANCE DEED:-

The Promoter herein has made full and true disclosure as to how the Said Project is completed, as aforesaid and considering the provision in Section 17 of RE(R&D)A, R.9 of RE(R&D)R and Sec.11 of the MOFA and Rule 9 of MOFR and since the Purchaser herein is well aware that the Said Project is multi storied building and the Promoter providing the common amenities in the Said Project as stated in Annexure-5 annexed hereto and after delivering the possession of the Apartments to the respective Purchaser in the Said Building, going to form Co-Operative Housing society as stated in Clause No.11 hereinabove written and since the maintenance of common amenities & facilities has to be looked after such society, the conveyance of the Said Land alongwith the building will be executed in favor of such society by Sale Deed / Conveyance Deed, within a period of 6 months from the date of receiving the certificate of registration of the society and receipt of full & final completion/occupation certificate for the Said Project.

13. REGISTRATION OF THIS AGREEMENT:-

The Allottee/Purchaser herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the

Promoter will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Allottee / Purchaser herein.

14. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Allottee/Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Housing Society in which the Allottee / Purchaser will be member.

15. PAYMENT OF TAXES, CESSSES ETC:-

- 15.1 The Allottee/Purchaser herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST = CGST + SGST), with effect from 01/07/2017 and same has to be collected by the Promoter from the buyer of the Apartment/Flat and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made there under from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee/Purchaser herein for the transaction in respect of the Said Apartment/Flat between the Promoter and Allottee /Purchaser. As per the provisions under the aforesaid Acts & Rules, the Promoter herein has to collect the aforesaid GST from the Purchaser/Buyer of the Apartment/Flat and pay the same to the authorities under the aforesaid Act and also file returns within stipulated period. The Allottee/Purchaser herein has to pay aforesaid GST at the time of payment of installments and the

Promoter herein has to deposit/pay the same to the respective authorities under aforesaid Act.

- 15.2 If at any time, Central, State Government, Development Control Authority or any other statutory authority under any law at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable for the transaction in respect of the Said Apartment between the parties hereto and construction of the Said Apartment which is to be carried out by the Promoter, shall exclusively be paid/borne by the Allottee/Purchaser. The Allottee/Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 15.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Apartment, whichever is earlier the Allottee/Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Apartment and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of apartments in respective Building if the society is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members for the society of such building which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is

not responsible/liable to pay or share in the aforesaid expenses in respect of the unsold apartments situated in the building, construction of which is either complete or which are under construction on the Said Land.

- 15.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN _____, then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee/Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit

amount will be refunded by the Promoter to the Allottee/Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee/Purchaser.

15.4 Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. always on Allottee/ Purchaser of the apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/ Purchaser alongwith interests at the rate imposed by such recovery authority for non-payment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee/ Purchaser herein with due-diligence has accepted the aforesaid condition.

15.5 From the date of delivery of possession of the Said Apartment the Allottee/Purchaser will bear all government taxes, property taxes, Gram Panchayat taxes and/or Local Body Taxes etc. and any/all charges levied by the Development Controlling Authority etc. for the Said Apartment and will also pay the outgoings like minimum electricity bills issued by the MSEB etc.

16. COMMON MAINTENANCE:-

16.1 From the date of delivery of possession of the Said Apartment the Purchaser shall be liable to bear and pay the proportionate share of

outgoings in respect of the Said Land and building/s maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s,

- 16.2 From the date of delivery of possession of the Said Apartment the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Said Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project and Said Land and building. Until the Society for the said building/ wings in which Said Apartment is situated is formed, the allottees shall pay to the Promoter provisional contribution of Rs. -----/- (Rupees ----- only) Plus any taxes/cesses as applicable, towards the outgoings for the period of 24 months. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of such society as aforesaid. The Parties hereto are well conversant that, the Promoters herein are carrying out maintenance activities as aforesaid subject to the payment from the buyers of the tenements in the Said Entire Project

being part of this transaction and the Promoters herein are not giving any separate services to the Tenement/Apartments Holders in the Said Entire Project. On such conveyance being executed in favour of the formed Society, the aforesaid deposits (less expenditure incurred for maintenance as aforesaid and other deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be.

17. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:-

17.1 The Promoter herein has specifically informed to the Allottee/Purchaser and Allottee/Purchaser herein is/are also well aware that, the Promoter herein have developed the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer color scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/water of adjacent terraces/sitout/roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee/Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Apartment to the Allottee/Purchaser herein on

ownership basis, subject to the terms and condition of this Agreement.

17.2 In the Said Project the Promoter herein are providing advance technology amenities/material/plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated/used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible for the same after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid, injuries and casualties/calamities occurred and any damages of whatsoever nature caused to any person or property due to misuse and for that, the Promoter shall and will not responsible in any manner.

17.3 The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser as to the any extra work, alteration, modification, additions in the Said Apartment and the Purchaser herein has agreed and accepted the condition.

18. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF RESTRICTED COMMON PARKING SPACES:-

As per the Development Control Rules applicable to the said project on the Said Land, the Promoter herein have to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the apartment holders in the said project, but considering which parking

spaces will be insufficient and will cause disputes between the buyers of the apartments in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein have made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to enable the Promoter to allot minimum one car parking space for one apartment holders in the project. Such parking spaces will be under stilt as well as within side margin of the building/s. To avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the parking spaces under stilt and within side margin and if for whatsoever reason, allotment for each apartment holders in the project, not possible in such circumstances, the Promoter herein shall be entitled to provide certain area for common use of such apartment holders/occupiers. The Purchaser herein after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange parking area as shown in parking plan, the Purchaser herein by executing this present with due diligence has accepted the aforesaid arrangement.

19. THE PROMOTER RIGHT TO DEAL WITH THE TERRACES ETC.

As per Development Control Rule applicable to the Said Project on the Said Land, the Promoter herein are required to pay the premium to the sanctioning authority/local authority for obtaining sanction for terraces and other area of the building and considering this aspects, for whatever such terraces, etc. Promoter have paid such premium amount etc., the Promoter herein are entitled to deal with such terraces, etc. since in light of the provision of MOFA, the Promoter herein have right to deal with such terrace etc. due to premium amount paid by him, the

Allottee/Purchaser herein by executing this present has given his irrevocable consent for aforesaid allotment and right of the Promoter to deal with the same. It is hereby agreed that the areas mentioned in Annexure-5 written hereunder under head Common Facilities only shall be the common facility and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoter think fit.

20. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace apartments in the Said Building, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment buyer. The said terrace shall not be enclosed by Purchaser/Allottee till the permission in writing is obtained from the concerned development controlling authority and the Promoter or Society, as the case may be.

21. CONSENT FOR MORTGAGE ETC.:-

- 21.1 If the Purchasers/Allottees desire to avail Housing Loan against Said Apartment then, the Purchasers/Allottees herein shall inform in writing to the Promoters as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoters and thereafter the Promoters herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchasers/Allottees, provided that the encumbrance of such loan amount and interest etc. thereon shall be

limited to the said Apartment and Purchasers/ Allottees alone shall be liable to repay the same.

- 21.2 After the Promoters execute this Agreement they shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees/ Purchasers herein who has agreed to purchase the Said Apartment in pursuance of this agreement.

22. SPECIFIC COVENANTS:-

- 22.1 The relation between Promoter and Allottee/Purchaser herein for the transaction in respect of the Said Apartment is seller and buyer respectively and the Promoter has agreed to sell the Said Apartment by constructing on the terms and conditions set forth in this present. The Promoter herein will construct the Said Apartment at its own cost and risk and will deliver the possession in pursuance of this present to the Allottee/Purchaser.
- 22.2 The Allottee/Purchaser herein admits and agrees to always admit that, after delivery of possession of the Said Apartment by the Promoter to the Purchaser herein, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated heretobefore in favour of such society in which the Allottee/Purchaser herein will be member in respect of the Said Apartment, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and The

Maharashtra Apartment Ownership Flats Act, 1970 and rules made thereunder. The final Conveyance Deed will be executed within 6 months from the date of receipt of full and final completion certificate from Development Controlling Authority for the Building, on the Said Land. The Allottee/Purchaser herein does not have any claim or grievance of whatsoever nature against the Promoter in this regard.

- 22.3 At the time of delivery of possession of the Said Apartment the Allottee/Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.
- 22.4 The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, apartments being commercial or otherwise in the Building which are to be constructed on the Said Land which the Promoter herein is developing as the said Project and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 22.5 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the

Said Land and building or any part thereof except the Said Apartment. The Allottee/Purchaser shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the Said Land and building is/are transferred to the society as hereinbefore mentioned.

- 22.6 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee / Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- 22.7 In the event of the Society for the apartment holder in the Building which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments in such Building, shall always be subject to the Promoter's overall right to dispose off unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Allottee/Purchaser or any other apartment holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the

flats/accommodations/apartments in the Building, which are to be constructed on the Said Land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- 22.8 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other apartment subsisting until all the payments inclusive of the amount of consideration, in respect of all the apartments in the building/s is received by the Promoter.
- 22.9 The Promoter herein has not undertaken any responsibility nor has he/they agreed anything with the Allottee/Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.
- 22.10 Adjacent terrace has/have allotted by the Promoter to the Allottee/Purchaser of such apartment to which the terrace is adjacent to that, the same terrace have to be used by the Allottee/Purchaser herein or any other occupier on his behalf shall use the same being terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the Allottee/Purchaser or occupier on his behalf and recover the cost of removal from

Allottee/ Purchaser or occupiers, till the building is convey in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as a exclusive right to use the terrace, sit out, passages, open space, parking space etc. alongwith the Said Apartment, if any.

22.11 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any apartment, has/ have allotted by the Promoter to the Purchaser of any apartment in the building, then such respective buyer and Occupier of such apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. alongwith the Said Apartment, if any.

22.12 The Promoter herein by spending huge amount is providing high quality specifications in the Said Apartment and for the Building

which are under construction on the Said Land which Promoter herein is constructing, hence Allottee/ Purchaser/unauthorised persons/any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchasers are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee/warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, such society will have absolute authority to expel the member for the Said Apartment and dispose off such apartment in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

- 22.13 The Promoter herein by spending huge amount has made high quality external elevation for the Building which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee/Purchaser herein that, any buyer of the any apartment in the building shall and will not entitled to chisel any external walls and have any additional

openings in any manner for any purpose and further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not be seen on external elevation. The Allottee / Purchaser herein undertake to abide this condition and if any owner or occupier of any apartment in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the apartment.

22.14 The Promoter herein specifically informed to the Allottee/Purchaser that, waterproofing and anti termite treatment in the project the guarantee stands automatically extinguished for the apartment, if any owner or occupier of such apartment in the building chisel the aforesaid works in any manner. Considering this aspect the Allottee/Purchaser herein undertake not to chisel the aforesaid work in any manner which will cause the reason to cancel the aforesaid guarantee.

22.15 The parties hereto are well aware that, the Flat Number is three or four digit, first one or two digit denote floor of the building and last digit denote the flat number.

22.16 The parties hereto are well aware that, in the sanctioned building plan floor height is shown from bottom of the floor slab to the top of the top slab of concern floor/apartment and considering masonry and flooring work, always height shall be less than the shown in the

sanction plan and considering this aspect floor to top of the apartment, the height will be near about 8'6" to 8'9" and the Purchaser herein accepted the aforesaid calculation and height by executing this present.

22.17 The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewerage as stated in clause no. 1 herein above written and the Allottee/Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/Purchaser herein accept that, the Promoter herein responsible to provide the aforesaid facilities from concern authorities and not responsible for any shortfall of water, electricity and provision of drainage and sewerage, for the reason that the same is beyond the control of the Promoter.

22.18 It shall be lawful for the Promoter to refund to the Allottee/Purchaser the amounts already received by him in respect of the Said Apartment only after deducting (i) liquidated damages in addition to any interest at the rate specified herein payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc.; (iii) the amount of, GST, LBT or any other taxes/cess/premiums/levies/charges/etc. charged by the Promoter from the Allottee (iv) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee (v) All outgoings, deposit and other charges as specified herein till the date of issuance of the cancellation letter including amounts towards formation of the society/apex body (as may be applicable) (v) All amount incurred towards insurance by the Promoter in respect of

booking of the said apartment and (vi) Any other amount which may be payable to the Promoter as specified herein within a period of 30 days from the date of registration of the deed of cancellation as mentioned herein.

22.19 It is specifically agreed by the Allottee/Purchaser that, as a member of such society/societies and federation, he shall have no objection to sale the remaining unsold Apartments by the Promoter and shall have no objection to admit prospective Purchasers/Allottees of unsold units as member of such society/societies and federation.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
: The Promoter hereby represents and warrants to the Allottee as follows:

- 23.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report and title certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 23.2 The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 23.3 There are no encumbrances upon the SaidLand or the Said Project except those disclosed in the title report;

- 23.4 There are no litigations pending before any Court of law with respect to the Said Land or Said Project except those disclosed in the title report;
- 23.5 All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Said Land and Said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Said Land and Said Building 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 Project, Said Land, Said Building and common areas;
- 23.6 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;
- 23.7 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 Land, including the Said Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 23.8 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;
- 23.9 At the time of execution of the conveyance deed of the Said Land along with the Said Building to the association of allottees the

Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the society of the Allottees;

23.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities;

23.11 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 land) has been received or served upon the Promoter in respect of the Said Land and/or the Said Project except those disclosed in the title report.

24. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID APARTMENT ETC:-

24.1 To maintain the Said Apartment at the Allottee/Purchaser's own cost in good tenantable repair and condition from the date of possession of the Said Apartment is taken and shall not do or cause to be done anything in or to the Said Apartment or the building in which the Said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the Said Apartment and/or to the building in which the apartment is situated and in or to the Said Apartment itself or any part thereof.

- 24.2 Not to store in/outside the Said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Said Apartment is situated on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for all the consequences of the breach.
- 24.3 To carry at his/her/their own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee/Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee/Purchaser committing any act in contravention of the above provisions, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 24.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to

the Said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside color scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parodies or other structural members in the Said Apartment.

- 24.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 24.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Land and the Said Project.
- 24.7 Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned development controlling authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.
- 24.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of possession of the Said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority

and/or the Government and/or other public authority on account of change of user of the Said Apartment by the Allottee/Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

24.9 The Allottee/Purchaser shall not let, sub-let, transfer, assignor part with Allottee/Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Apartment until all amounts payable by the Allottee/ Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee/Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/Purchaser has intimated in writing to the Promoter and obtained written consent thereof.

24.10 The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and Building which are to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee/Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the

taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

24.11 Till the conveyance of the building in which the Said Apartment is situated is executed, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Apartment and the Said Land and building or any part thereof to view and examine the terms and conditions thereof.

24.12 The Promoter herein is promoting the project on the Said Land having high value and having harmony in construction as well as colour combination and to maintain the same if any apartment holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission from the society and till the formation of society the Promoter herein, in writing by depositing the deposit amount of Rs.-----/- or amount which will be decided from time to time by concern Co-Operative Society in which such apartment is situated and such amount shall and will have no interest. The Purchaser after completion of internal work, of such apartment shall remove all rubbish etc. from the apartment as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Promoter or society has the case may be and thereafter on application, the society or Promoter as the case may be will refund the deposit amount without interest thereon to such apartment holder. On the contrary if the such apartment holder fails to clear the site as aforesaid then Society/Promoter will clear the such rubbish etc. by deputing proper employees at the cost and risk of the such apartment Purchaser and

deduct the amount of expenditure alongwith lump sum fine of Rs.---
--/- out of the deposit amount and refund the balance if any to the
such apartment Purchaser or recover the additional amount if
recoverable.

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

25 NAME OF THE SCHEME AND BUILDING:-

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

26 MEASUREMENT OF THE AREA OF THE SAID APARTMENT:-

Notwithstanding anything contained in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee/Purchaser herein has agreed to purchase the Said Apartment along with appurtenances thereto on ownership basis for the lumpsum consideration as stated hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the Said Apartment and further the carpet area is calculated as defined in The Real Estate (Regulation and Development) Act, 2016.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three 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/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

The Allottee/Purchaser herein is entitled to get verified the dimensions of the apartment, when he has received letter of

installment for brick work and plaster of external walls of the Said Apartment. After expiry of aforesaid period, the Allottee / Purchaser herein is not entitled to raise any grievance as to the dimensions of the apartment under whatsoever head. It is further clarified that, if the buyer of the apartment has agreed to purchase the apartment in the Said Project, after completion of plaster work then it is always presumed that, the Allottee/Purchaser herein has agreed to purchase such apartment as is where is basis as to the dimensions and carpet area of the apartment.

27 SERVICE OF NOTICES:-

All notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee/Purchaser after execution of this Agreement. It shall be the duty of the Allottee/Purchaser and the Promoter to inform each other of any change in address and email ID subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the address stated in title of this Agreement shall be deemed to have been received by the promoter or the Allottee/ Purchaser, as the case may be.

28 EFFECT OF LAWS:-

- 28.1 This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the

Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Co-Operative Societies Act and the rules made under respective Acts.

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

28.3 This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment.

- 28.4 Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction /Supplementary Deed to this Agreement.
- 28.5 It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and have the possession of the Said Apartment if Allottee/ Purchaser transfer /assign the right, title, interest under this agreement to any transferee /assignee with the prior consent of the Promoter till conveyance of the building in which Said Apartment is executed and registered in favor of society which will be formed for apartment holders in such buildings and thereafter of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall equally applicable to and enforceable against such transferee/assignee of Said Apartment since the said obligation go along with the Said Apartment for all intents and purpose.
- 28.6 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case

may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29 DISPUTE RESOLUTION AND GOVERNING LAW :-

29.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

29.2 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 Dispute Resolution Authority/Court will have the jurisdiction for this Agreement, for the disputes, which not covered under Sub Clause 28.1 hereinabove written.

30 STAMP DUTY AND REGISTRATION FEE:-

30.1 The consideration of the Said Apartment as agreed between the Promoter and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Apartment is as stated in clause no.2 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules

made there under. The Said Land is situated within the Pune Municipal Corporation(PMC), Pune and as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958 (amended in the year 2000), Schedule-I, Article-25 (b) (ii) @ 5% Stamp Duty. Further, additional surcharge of 1% as per the provision under section 158 of The Maharashtra ZillaParishad and PanchayatSamitis Act 1961, is applicable.As per ready reckoner available with Sub-Registrar Haveli, the value of the Said Apartment works out less than the aforesaid agreed consideration. The Purchaser/s herein has paid proper stamp-duty alongwith appropriate registration fees herewith on the consideration amount. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Purchaser/s will be the member in respect of the Said Apartment.

- 30.2 As per Maharashtra Stamp Act 1958 (amended in the year 2000) Schedule-I, Article 5 (g-a) (ii) if the Purchaser herein transferred/assign the rights under this agreement to any subsequent Purchaser within a period of 1 year the Purchaser herein is entitle to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 (amended in the year 2000) Schedule-I Article 25 Explanation - 1, the parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which

the Allottee / Purchaser will be the member in respect of the Said Apartment.

SCHEDULE-I

(DESCRIPTION OF THE SAID LAND)

All that piece and parcel of All that piece and parcel of land admeasuring H02=20.125 Ares equivalent to 22012.50 sq.mtrs ("said Plot") being a portion out of the land admeasuring 0H 04=45.125 Ares, out of S. No. 9, totally admeasuring about 0H11=87Ares , situated at Village Dhanorie, Taluka Haveli, District Pune and within the local limits of Pune Municipal Corporation and bounded as follows:

On or towards East: Village Boundary of Lohgaon and D.P. Road

On or towards South: Survey No. 9 (Part), Dhanorie

On or Towards West: Survey No. 9 (Part), Dhanorie

On or Towards North: Survey No. 9 (Part), Dhanorie owned by Shriram Developers and Survey No. 68

Along with trees, water, water courses, egress and ingress etc. standing therein, waterline and along with right to use permissible all type of potentials as may be permitted by concerned authority from time to time and further along with right to use adjacent roads being permanent easement right of way.

SCHEDULE-II

(Details of the Said Apartment)

1. Name of the Project : -----
2. Apartment No.: -----
3. Floor: -----

4. Apartment Carpet Area admeasuring ----- Sq. mtrs.i.e. -----
-----Sq.ft. along with having enclosed balcony amalgamated as per
sanctioned plan plus Dry Balcony plus adjacent Terrace area -----
Sq.Mtr. i.e. -----Sq.Ft.
5. Exclusive right to use One Covered/open Car Parking space

All the Annexures to these presents will be read as a part and parcel of this Agreement to Sell.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

I) SIGNED, SEALED AND DELIVERED
by within named the Developer/Owner/Promoter
Realcon Landmarks LLP
Through its Designated Partner
MR. VINEET K. GOYAL

I) SIGNED, SEALED AND DELIVERED
by within named the Allottee /
Purchaser

Mr. _____

II) SIGNED, SEALED AND DELIVERED
by within named the Allottee /

Purchaser

Mrs. -----

IN THE PRESENCE OF:-

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

ANNEXURE-4

(Specifications of the Building and Apartments)

STRUCTURE:

- RCC framed structure
- AAC block work walls of 125 mm.

WINDOWS AND DOORS:

- Three- track powder coatedaluminumwindows with Mosquito nets.
- MS Grill for living room, bedroom and kitchen windows from inside.
- Main flush door with laminate finish with S.S. hinges
- Bedroom flush door with laminate finish with S.S. hinges

- Toilet flush door with laminate finish with S.S. hinges
- Provision for exhaust fan in Toilets and kitchen.

FLOORING :

- Vitrified tiles for the entire apartment 600X600 mm
- Ceramic flooring for terraces and toilets
- Ceramic wall tiles in toilets 300X600mm

RAILING :

- SS and Glass Railing for terrace

KITCHEN:

- Black granite platform with Kadappa stand with SS sink Nirali/Franke make Equivalent
- Height of kitchen dado above Otta/Platform – upto 2 ft.

ELECRIFICATION AND CABLING-

- Polycab wires/finolex/equivalent
- Telephone point in living room
- Generator backup for lifts and common areas

BATHROOM -

- Concealed plumbing with chrome plated fittings
- Wall hung EWC units
- Concealed flush valves
- Hot and cold mixing unit in toilets
- Solar heated water supply in one bathroom
- Treated water supply for flush use

LIFTS-

- Three numbers Automatic Elevates

PAINT -

- Gypsum finished walls
- Two coat of Acrylic premium emulsion paint for internal wall and ceiling
- External wall with textured paint
- Grills on satin finish oil paint