

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 20__.

BETWEEN

I. M/s. Riverview City Constructions Ltd., (PAN No. AADCR5766N) a Limited Company, registered under the Companies Act, 1956 and having its office at 5, Aditi Garden, Magarpatta City, Hadapsar, Pune – 411013., hereinafter referred to as **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, their successors-in-title and assigns) through its authorised Director Mr. Satish Magar, Age 63 years.

.. OF THE ONE PART

AND

1. _____, PAN No. _____ Age _____ years, Occupation _____

2. _____, PAN No. _____ Age _____ years, Occupation _____

residing at _____

and hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS the State of Maharashtra pursuant to its Notification bearing No. TPS-1813/392/12/CR-572/13/UD-13 dated 20th October 2015 (i.e. Locational Clearance) under Maharashtra Regional and Town Planning Act, 1966 relating to the Development of Special Township in the Pune Region hereinafter referred to as "the Township Notification" had notified the land admeasuring in the aggregate about totally admeasuring 156.2136 Hectares (the area of the land was subsequently revised to 155.0086 Hectares), all situated at Village Kadamwakwasti, Taluka Haveli, District Pune hereinafter referred to as **"Township Lands"** as an Integrated Township Project.

AND WHEREAS the Urban Development Department, Government of Maharashtra vide its Notification No. TPS-1895/227/CR-26/95/UD-13, dated the 25/11/1997, has sanctioned

the Regional Plan for Pune District (hereinafter referred to as **“the said Regional Plan”**) under Section 15 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as **“the said Act”**), which has come into force with effect from the 10/02/1998;

AND WHEREAS the Government of Maharashtra in the Urban Development Department vide Notification No. TPS/1804/Pune RP D.C.R/UD-13 dated 16/11/2005 and addendum No. TPS-1804/Pune RP D.C.R./UD-13/Addendum dated 06/01/2006 has amended the sanctioned Development Control Regulations for the said Regional Plan, under the provisions of sub-section (4) of Section 20 of the Maharashtra Regional Town Planning Act, in order to incorporate the regulations for Development of Special Townships (hereinafter referred to as **“the said Special Townships Project Regulations”**) and has further amended the said STP Regulations vide Notifications dated 15/06/2009, 01/01/2014 and 30/05/2014. Thereafter the said Special Township Project are renamed as **“Integrated Township Project”** w.e.f. 22/04/2015 in terms of amendment in Chapter III of Maharashtra Regional and Town Planning Act, 1966 (Act 43).

AND WHEREAS, the Promoters M/s. Riverview City Constructions Limited through its Director Mr. Satish Dattatray Magar vide applications dated 11/02/2008, 19/06/2008, 11/08/2014, and dated 03/04/2014 and thereafter finally vide an application dated 13/07/2015 submitted a proposal as per the provisions of sub-section (3) of Section 18 of the Maharashtra Regional Town Planning Act and Regulation No. 7(a) of the Special Township Regulations, to the Government for grant of Locational Clearance in respect of the lands admeasuring about 158.8466 Hectares, from Village – Kadamvakvasti, Taluka Haveli, District Pune for Development of a Special Township Project (hereinafter referred to as **“Proposed Integrated Township Project”**).

AND WHEREAS as per the said Regional Plan, the lands under the proposed Integrated Town Ship Project are allocated partly to **“Agriculture / No Development”** Zone and partly Regional Plan Road proposal and Partly for Truck Terminus and Parking.

AND WHEREAS the Notification of the Government of Maharashtra No. TPS-1813/392/12/CR-572/13/UD-13 dated 20th October 2015 under Maharashtra Regional and Town Planning Act, 1966 for development of Integrated Township earmarks certain areas of Gat Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58/A, 58/B, 58/C, 58/D, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76/2, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 407, 483, 509, 511, 520, 540/1, 540/2, 540/3, 541, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1070, 1071,

1072, 1073, 1074, 1075, 1076, 1077, 1081, 1082, 1083, 1084, 1085, 1086, 1087(pt), 1088(pt), 1089(pt), 1090(pt), 1091(pt), 1137(pt), 1138, 1139, 1140, 1141, 1142, 1143(pt), 1146(pt), 1147, 1148(pt), 1149, 1150(pt), 1151, 1152/1, 1152/2, 1153, 1154, 1155, 1156, 1158, 1159, 1160/1, 1160/2, 1160/3, 1160/4, 1160/5, 1163, 1164, 1165, 1166 & 1167, forming part of Village Mouje Kadamwakwasti originally totally admeasuring 156.2136 Hectares.

AND WHEREAS certain areas bearing Gat Nos. 1141(pt), 1142, 1143, 1146(pt), 1148(pt) of Village Kadamwakwasti were earmarked for Truck Terminus under the Regional Plan 1997 formed a part of said Entire Township lands. Subsequently as per the Corrigendum dated 01/06/2016 issued by Government of Maharashtra read with the aforesaid Township Notification dated 20/10/2015 certain areas designated as Truck Terminus namely entire Gat Nos. 1142 and 1143 and Gat Nos. 1141 (part), 1146 (part) and 1148 (part) stand deleted from the said sanctioned Special Township Project and therefore the area of the Integrated Township Project was revised to 155.0086 Hectares hereinafter referred to as “**Township Lands**” and more particularly described in the Schedule IA mentioned hereunder to be promoted, developed and established by the Promoters as an **Integrated Township Project**.

AND WHEREAS the Water Resources Department of the State Government has given consent for executing the proposed Integrated Township Project on the said Township lands subject to certain conditions specified therein;

AND WHEREAS so as to promote public housing by incentivizing investment by private sector in development of housing, the Government of Maharashtra has put forth the concept of self-sufficient “Integrated Township” consisting of residential units / flats, commercial units, educational institutions, amenities, health care facilities, parks, gardens, playgrounds, public utilities etc. which are to be exclusively developed, constructed and maintained by the Promoter / Developer of Integrated Township, as per the Township Regulations.

AND WHEREAS the Promoters propose to develop in various phases/ Sectors an Integrated Township Project on the said Township Lands named “**Riverview City**” (said INTEGRATED TOWNSHIP PROJECT or ITP) as per the Approved Proposed Land-use Plan (which is annexed herewith as **Annexure A**), a self-sufficient “Integrated Township” by development of open areas with an emphasis on creating a sustainable living ecosystem within having residential and commercial spaces of permissible FSI as per the masterplan, supported by an infrastructure backbone of power, roads, water, drainage and sewage, educational institutions, amenities, health care facilities, parks, gardens, playgrounds, public utilities like Bus terminus, Power sub-stations and all infrastructure necessary

thereto along with sufficient provisions for common areas amenities in consonance with such establishments in the manner as shown on the sanctioned plans and with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned authorities and as determined by the Promoters at their sole discretion. The terms, covenants, conditions, stipulations applicable for governing the use, enjoyment and holding of the individual units in the various Phases / Sectors is deemed to form an integral and essential part of this Agreement and that the Allottee of each such unit shall be bound by the same and to that end and intent.

AND WHEREAS the Promoters on account of execution of various Joint Development Agreements, Power of Attorneys and other writings are entitled and/or shall have entitlement to develop, sell and/or dispose off the said Township lands and/or buildings constructed thereon as an Integrated Township Project having potential to consume full permissible FSI as per the Township Notification issued by the State of Maharashtra and any future amendments thereto from time to time.

AND WHEREAS as per the Order dated 26th March 2019, passed by the State Level Environment Impact Assessment Authority, Environment Department, Government of Maharashtra, in its 159th meeting, Environmental Clearance has been granted to the Promoters for construction of an Integrated Special Township “**Riverview City**” on the said Township lands, on the terms and conditions mentioned therein.

AND WHEREAS the user of the said Riverview City land has been converted to non-agricultural residential User vide N.A. Order No. PMH/NA/SR/64/2021 dated 2nd December 2021 granted in that behalf by the Collector of Pune.

AND WHEREAS the Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the building layout and the plans for construction of the buildings for residential use on a portion of Township land namely Sector RVR-3 having an area admeasuring 45,520 sq. mtrs. vide the Development Permission and Commencement Certificate bearing Outward No. BHA/Mau. Kadamwakwasti/G. No. 1137 Part and other/Sector RVR-3/Pra. Kra. 802/20-21 dated 12/05/2021. and which “RVR-3” lands are more particularly described in **Schedule IB** and hereinafter referred to as the “**Project Land**”.

AND WHEREAS the Promoters now at present propose to develop out of the Notified Township Lands, the said **Riverview City** Sector RVR-3 admeasuring 45520 sq. mtrs. a High-rise Residential Project named **Falcon Towers (RVR-3)** comprising of 7 multi-storied buildings namely Buildings A, B, C, D, E, F & G with Stilt + Podium 1 plus 21 storeys consuming an aggregate FSI/FAR of **1,14,634.59 sq. mtrs.**

AND WHEREAS the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the entire **Riverview City** Township in Phased manner as per the sanctioned plans and with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local authorities and the program of the phased development will also be determined by the Promoters at their sole discretion.

AND WHEREAS the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are developing the said Project **Falcon Towers (RVR-3)** as part of the Master plan sanctioned for **Riverview City** and no Subdivision of the said Township lands shall be effected nor any final conveyance or formal transfer of the said Project **Falcon Towers (RVR-3)** shall be executed until the entire Township i.e. Riverview City is fully developed and full FSI/FAR has been utilized.

AND WHEREAS by virtue of the mesne/diverse writings with the land owners the Promoters alone have the sole and exclusive right to sell the units in the said building/s to be constructed and or units along with the land by the Promoters in the Project named **Falcon Towers (RVR-3)** comprising of 7 multi-storied buildings namely Buildings A, B, C, D, E, F & G and to enter into agreements with the Allottee/s of the residential units comprising of 2 / 2.5 & 3 BHK Apartments (hereinafter referred to as “the unit”) and to receive sale price in respect thereof.

AND WHEREAS the Promoters have registered the said Project **Falcon Towers (RVR-3)** under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority under Project registration number: P52100032051 and a copy of the same is attached hereto as **Annexure J**.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS on demand from the Allottee/s the Promoters have given inspection to the Allottee/s of all the documents of title, sanctions relating to the ITP notifications and to that of the said Project ***Falcon Towers (RVR-3)*** and the plans, designs and specifications prepared by the Promoter's Architects M/s. Associated Space Designers and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the Promoters have clarified in detail and the Allottee/s has/have fully understood that the Promoters desire to develop the Proposed Integrated Township Project in a pre-determined, pre-designed orderly and systematical planned manner and also to maintain and manage the same through one or more agencies such as Maintenance / Management Company and the Promoters also propose that the development of the Proposed Integrated Township Project is undertaken and completed in various phases as presently contemplated under the sanctioned Proposed Land-use Plan, as may be revised for the purpose of achieving most useful and beneficial development. However, the present Project ***Falcon Towers (RVR-3)*** is being developed as an independent project to be subsequently integrated as per the Township Policy and in consonance therewith in order to avail special concessions granted thereunder but shall not entitle the Allottee/s to claim any beneficial rights or entitlements outside the parameters of the Project ***Falcon Towers (RVR-3)***. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

AND WHEREAS the Allottee/s hereby acknowledges that,

- ii. The Promoters have disclosed /given inspection of all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Apartment/Unit has been disclosed in clause (8) hereunder.
- iv. The disclosure regarding the utilization FSI, according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS the Promoter has informed the Allottee/s that the Riverview City shall have various types of Amenities, Facilities and Utilities which are indicatively enlisted in **Annexure H** hereinafter referred to as the "Town Level Amenities & Utilities:

The Common utilities of the Township required under the Development Rules of ITP such as township roads, drainage, sewage treatment plant, solid waste management, storm water system shall be owned by the Promoters and will be maintained out of the earnings arising out of the One-time interest free lump sum amount for maintenance received from the Allottee/s in the various Projects forming part of Riverview City (ITP).

The Town Level Amenities shall be owned by the Promoters and will be maintained out of the One-time interest free lump sum amount for Maintenance received from the Allottee/s in the various Projects forming part of Riverview City (ITP) and the use thereof may be free / on chargeable basis as decided by the Promoters. The Promoters shall be entitled to sell, convey, transfer and give for operations the Amenities for consideration or otherwise, to any other person, company or a body corporate.

The Town Level Amenities & Utilities shall vest in the Promoters and/or its assigns. The said Allottee/s herein or Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ a Limited Company (hereinafter referred to as the Association of Allottees) when formed shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and Regulations that may be framed from time to time by the Promoters or by its assigns.

The Amenities of the said ***Falcon Towers (RVR-3)*** Project will be indicatively enlisted in the **Annexure G** hereinafter referred to as the said “***Falcon Towers (RVR-3)*** PROJECT AMENITIES” and the Allottee/s of ***Falcon Towers (RVR-3)*** will be entitled to use the same. It is hereby clarified that the Use of the Indoor Gym will be available only on payment of applicable membership fees. The said “***Falcon Towers (RVR-3)*** PROJECT AMENITIES” shall be owned by the Association of Allottee/s when formed. The routine upkeep of these amenities (except for the Indoor Gym) will be out of the earnings arising out of the One-time interest free lump sum amount for maintenance collected from the Allottee/s of the Units in the various Projects of Riverview City, before Possession. The maintenance / upkeep of the Indoor Gym which will be done out of the membership fees collected.

Upon the conveyance as envisaged under this Agreement, the Association of Allottee/s shall be entitled to own only the said ***Falcon Towers (RVR-3)*** PROJECT Structure and/or the ***Falcon Towers (RVR-3)*** PROJECT AMENITIES as per the then prevailing law and right, title and ownership of rest of the Township land or parts thereof excluding the ***Falcon Towers (RVR-3)*** Project land and the Town level Amenities & Utilities shall remain with the Promoters.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters are in possession of the project land.

AND WHEREAS after fully understanding and acquainting himself / herself /themselves of the development, maintenance and management of the amenities, facilities as well as the sale policy of the Promoters, the Allottee/s has/have approached the Promoters for the purchase of Flat bearing No. _____on the _____Floor admeasuring _____sq. mtrs. (i.e., _____ sq. ft.) carpet area, Type _____ and attached exclusive Balcony/s admeasuring _____ sq. mtrs. (i.e., _____ sq. ft.) carpet area on the _____ Floor, in the building ‘_____’ (referred to as the “said Building” of the Project “**Falcon Towers**” hereinafter collectively referred to as the "said Flat/ Unit" more particularly shown on the Floor Plan annexed hereto as **Annexure E** with the specifications thereof annexed as **Annexure F**, more particularly mentioned in the Schedule II hereto.

AND WHEREAS the allottee/s has/have agreed to purchase the said Flat based on going through all the conditions stated in the sanctioned plans by the respective Sanctioning / Competent Authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly

AND WHEREAS the Promoters herein hold the rights of development of the said Project Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoters are set out / disclosed in the Certificate of Title dated 2nd February 2022 issued by the Promoter’s Advocates’, Chandan M. Parwani, a copy whereof is annexed hereto as **Annexure B**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure D**.

AND WHEREAS the authenticated copies of the plans of the building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure D-1**.

AND WHEREAS the authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked **Annexure E**.

AND WHEREAS the Promoters/Owners shall implement the construction of the said apartment in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in **Annexure F** written hereunder (the said “SPECIFICATIONS” for short).

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of a Flat in **Falcon Towers** vide application no. _____ dated ____ for Flat bearing No. _____ on the _____ Floor admeasuring _____ sq. mtrs. (i.e., _____ sq. ft.) carpet area, Type _____ and attached exclusive Balcony/s admeasuring _____ sq. mtrs. (i.e., _____ sq. ft.) carpet area on the _____ Floor, in the Building ‘_____’ along with Covered Car parking no. _____ admeasuring _____ square meter i.e. _____ square feet situated at _____ **Floor** and Scooter parking No. _____ situated at _____ **Floor** along with pro-rata share in the common area and facilities/ amenities both of which are more particularly described in **Annexure G**.

AND WHEREAS the carpet area of the said Flat is _____ sq. meters. i.e., _____ square feet plus, the carpet area of the attached Exclusive Balcony is _____ sq. mtrs. i.e., _____ square feet carpet and the "carpet area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

Explanation: The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars. For the purpose of this clause the exclusive balcony/ terrace/ verandah

as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on the respective confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Promoters shall construct the said residential building/s consisting of Stilt + Podium 1 plus 21 storeys in the Project **Falcon Towers** on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications, in the said Project which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)

(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Flat No. _____ of the type _____ **BHK** of carpet area admeasuring _____ sq. mtrs. i.e., _____ square feet and attached Exclusive Balcony admeasuring _____ sq. mtrs. i.e. _____ square feet carpet on the _____ **Floor** in the building '____' (hereinafter referred to as "the Apartment/Unit") and described in Schedule "II" attached hereto as shown in the

Floor plan thereof hereto annexed and marked **Annexures E** for the lump sum consideration of Rs. _____/- (Rupees _____ only) inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ areas and facilities which are more particularly described in the **Annexure G** annexed herewith.

- (ii) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Covered Car parking no. _____ admeasuring _____ square meter i.e. _____ square feet situated at _____ **Floor** and Scooter parking No. _____ situated at _____ **Floor**, being constructed in the buildings on the project land and the consideration of the Parking is included in the total lump sum consideration mentioned in Cl. 1(a)i above. The said Covered Car parking and scooter parking space is shown in the sanctioned plan.

- 1(b) The Allottee/s hereby agree/s to pay to the Promoters the amount of purchase consideration of Rs. _____/- (Rupees _____/-) in the following manner: -

INSTALMENT	PERCENTAGE	AMOUNT
Before execution of Agreement (Booking amount)	10%	
After execution of the Agreement.	20%	
On completion of Plinth of the building in which the said Apartment Unit is located	15%	
On completion of 1st slab of the building in which the said Apartment Unit is located	3%	
On completion of 3rd slab of the building in which the said Apartment Unit is located	3%	
On completion of 5th slab of the building in which the said Apartment Unit is located	3%	
On completion of 7th slab of the building in which the said Apartment Unit is located	3%	
On completion of 9th slab of the building in which the said Apartment Unit is located	3%	
On completion of 11th slab of the building in which the said Apartment Unit is located	2%	
On completion of 14th slab of the building in which the said Apartment Unit is located	2%	
On completion of 16th slab of the building in which the said Apartment Unit is located	2%	
On completion of 18th slab of the building in which the said Apartment Unit is located	2%	

On completion of 21st slab of the building in which the said Apartment Unit is located	2%	
On completion of the walls, internal plaster, floorings of the said Apartment Unit	3%	
On completion of the doors and windows of the said Apartment Unit	2%	
On completion of the Sanitary fittings	2%	
On completion of the Lift wells	2%	
On completion of the staircases, lobbies upto the floor level of the said Apartment Unit	2%	
On completion of the external plumbing of the building in which the said Apartment Unit is located	3%	
On completion of the external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment Unit is located	2%	
On completion of the lifts of the building in which the said Apartment Unit is located	2%	
On completion of the water pumps, electrical fittings, electro-mechanical of the building in which the said Apartment Unit is located	2%	
On completion of the environment requirements of the building in which the said Apartment Unit is located	2%	
On completion of the entrance lobby/s, plinth protection, of the building in which the said Apartment Unit is located	3%	
Against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate	5%	
TOTAL	100%	

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

1(c) As the agreed sale price of the said Apartment is more than Rs. 50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the

same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.

- 1(d) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
- 1(e) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession

mentioned in clause 8 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(f) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.
- 1(g) 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 Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoters may charge the Allottee/s separately for any upgradation / changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 1(h) The Promoters herein on due date/ or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allotted/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. as applicable thereupon without any delay along with each installment.
- 1(i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy

certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s 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.

- 1(j) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.
- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.
- 2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoters have the sole right to claim, utilize and consume entire Floor Area Ratio / Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed

from time to time by the PMRDA, Collector of Pune, concerned local authority or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) (last such notification notified vide No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13 dated 8th March 2019) and/or such other statutes and rules in respect of or relating to the said Township Land (hereinafter referred to as “Township Global FSI” The Township Global FSI also includes paid/premium FSI/FAR which the Promoter is entitled to use in the ITP.

Further the Promoters as per Integrated Township Policy 2005 as last amended in 2019 and if further amended by further notifications published from time to time till the completion of ITP, under the provisions of the Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer global FSI/ FAR, additional, paid and fungible FSI, TDR available in respect of the said Township Land to any other location in the said Township Land.

4. The Promoters hereby declare that since the complex comprises of a portion of the larger lands for which a township project is sanctioned by the State Government wherein the concept of Township Global FSI i.e. utilization of the entire FSI/FAR shall be conceptualized on overall aesthetic and planning consideration whereby the potential of any portion in the township project can for such reasons be availed of at other places in the township project as the Promoters may determine and therefore presently the Floor Space Index available as on date in respect of the said project **Falcon Towers** is **1,14,634.59 sq. mtrs.** only and Promoters have planned to utilize the applicable and available Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation / Township Policy or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project **Falcon Towers**. The residual FAR (FSI) in the project land / the building layout thereof not consumed will be available to the Promoters only for use at any place in the Integrated Township Project. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters may deem fit either on the said Project Land or the **Riverview City** layout and /or any other land of the Promoters, subject, however

subject to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Promoters choose. The Promoters have accordingly disclosed the Floor Space Index of **1,14,634.59 sq. mtrs.** as proposed to be utilized by them on the said Project Land in the said Project ***Falcon Towers*** and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only and available for their use as aforementioned.

5. The Promoters hereby agree that they shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance of the said structure of the said Building/s in favour of Association of Allottees to be formed by the Promoters comprising of the Allottee/s of Apartments in the buildings to be constructed on the said project ***Falcon Towers*** which may be a "Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ a Limited Company" as the Promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottees) make full and true disclosure of the nature of their title to the said structure of the said Building/s as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/s, and shall, as far as practicable, ensure that the said structure of the said building/s is free from all encumbrances and that the Owner/ the Promoters have absolute, clear and marketable title to the said structure of the said building/s.
6.
 - 6.1 The Allottee (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said Flat, and the allottee/s has/have agreed to pay the same as and when demanded before possession of the said Flat.

- 6.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (6.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing default of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:
- 6.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.
- a) Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.
- b) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance (deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) without interest to the Allottee/s.
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoters in the said building/s and the Apartment are those that are set out in **Annexure F** hereunder.

8. The Promoters shall give possession of the Apartment to the Allottee/s on or before 30th April 2025. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) non-availability of steel, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) onset of Epidemic / Pandemic (as declared by World Health Organisation) and resultant order / notification issued by the Government for shutdown, lockdown and/or curfew.
- (iv) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (v) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters/Owners having complied with all requirements.
- (vi) Delay by local authority in issuing or granting necessary plinth checking, completion or Occupation Certificate, the Promoters/Owners having complied with all requirements.
- (vii) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters/Owners to terminate this agreement under clause mentioned herein.

Notwithstanding anything contained to the contrary herein it is hereby stipulated and agreed that due to the force majeure circumstances occasioned by the COVID 19 situation ongoing in the country there are certain entitlement & extensions available/granted under the various

applicable laws and statutes and/or ordained from time to time and which the Promoters shall, if warranted and applicable, avail.

9.

9.1 Procedure for taking possession - The Promoters, upon obtaining the completion certificate / occupancy certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the one-time interest free lump sum amount + GST as per applicable rate thereupon, for maintenance to the Promoters as mentioned hereunder.

9.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.

9.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoters as per clause 9.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 9.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay interest on the outstanding amounts payable by the Allottee against possession.

9.4. The allottee shall at the time of receiving possession;

- a. execute the acknowledgement of receipt of possession of the Unit, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 2% to 3% of fluctuation, if any.
- b. Allottee/s shall also execute the necessary indemnity and undertaking regarding overall maintenance of the Unit.

- 9.5 If within a period of five years from the date of handing over the Unit to the Allottee/2 (Defect Liability Period) the Allottee brings to the notice of the Promoter any structural defect in the said apartment/buildings or defect on account of workmanship, quality or provision of service relating to the development of the said apartment/buildings, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, reasonable compensation for such defect. The said responsibility and financial liability of the Promoter towards the Allottee shall be subject to the terms and conditions stated in this agreement being strictly abided by the Allottee. However, the Promoter shall not be held liable for conditions, malfunctions or damage not resulting from structural defects or defects in material or workmanship. The Promoter shall further not be held liable for conditions, malfunctions or damage resulting from failure on the part of the Allottee to fulfill his responsibilities or duties as specified herein or due to failure on his part to exercise due care.

However, the defect liability of the Promoter will cease to exist in the situations described in **Annexure I** hereto.

- b) Provided further, it is agreed that the Allottee/s shall not carry out any alterations of whatsoever nature in the Project and/or unauthorized modifications or additions to the said apartment in particular. It is further agreed that the Allottee/s shall not make any alterations in any of the structure which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations/repairs in any of the fittings, pipes, water supply connections or any other alteration/ repairs in the bathroom, toilet and kitchen which may result in seepage of the water, the Allottee/s shall not drill holes, break, modify, tamper or meddle in any manner whatsoever with the slabs, walls, beams and columns under any circumstances whatsoever. If any such works are carried out without the written consent of the Promoter, any liability including the defect liability shall automatically become void & the Allottee/s alone shall be responsible for it. Provided even when such works are carried out with the written consent of the Promoter, the Promoter shall not be held responsible for any liability including defect liability if such works are carried out by anyone other than authorised personnel of the Promoter. Provided further that the Promoter shall not be held responsible for damage caused due to improper maintenance or operation, negligence, or improper service of fixture, appliances, and items of equipment

whether or not components of the cooling, ventilation, heating, electrical, plumbing, or in-house sprinkler systems by the Allottee/s or his agents.

- c) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Apartment/Buildings include leakage caused due to wear and tear, damage in the paintings caused due to wear and tear, minor hairline cracks on the external and internal walls, leakage, damage in the painting excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Similarly, since tiles are artificially manufactured, there will be a certain shade and size variation. The tiles may also have a nominal bend which happens when they are baked in a high temperature in the oven and are cooled down. After taking possession, it is normal that the paint develops minor hair cracks due to temperature variation. As a part of good preventive maintenance practice, the Allottee/s at his/her/their own cost shall fill the joints between the granite and kitchen sink at regular intervals as and when required. In case of terrace flats, the Allottee/s shall ensure that the lid for water drain outlet is kept open at all times to ensure that water logging does not happen during rains.

Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Unit/ building and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

- d) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.
- e) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/building built and, in the workmanship, executed keeping in mind the aforesaid terms agreed upon.

- f) If the Allottee brings to the notice of the Promoter any structural defect or any other defect in workmanship, quality or provision of service after the lapse of the defect liability period, the Promoter shall not be held liable in any manner for such structural defect or any other defect in workmanship, quality or provision of service.
10. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.
11. The said unit is agreed to be sold subject to:
- 11.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
- 11.2. Its present permitted user as residential and/or other permissible users.
- 11.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project **Falcon Towers** (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project **Falcon Towers**.
- 11.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.
- 11.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, Order of layout and/or sub-division relating to the said Project **Falcon Towers**, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project **Falcon Towers** or any part/s thereof.

- 11.6 The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.
- 11.7. The Promoters have intimated the Allottee/s that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.
- 11.8 All conditions as are imposed/ applicable under the sanctions received under the Integrated Township Policy and permissions granted under the Maharashtra Regional and Town Planning Act, 1966 and any future amendments thereto from time to time.
- 11.9. The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)
- a. The access to the individual apartments shall be as per the sanctioned plan and/or revised plan from time to time.
 - b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

- d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters/Owners and the R.C.C Consultants.
 - e. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
 - f. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
 - f. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
 - g. The Construction of chimneys, hanging telephone and telex wires, electric connections, internet computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Owners in writing.
 - h. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owner's Architect in writing.
 - i. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.
12. The Allottee along with other allottee(s) of Apartments in the buildings shall join in forming and registering the Association of Allottee/s in the form of either an Condominium, Co-operative Housing Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Co-operative Housing Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Co-

operative Housing Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or 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.

13. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of a Condominium/s of the Unit holders or a Co-operative Housing Society or a Company or any other legal entity of allottees for the said Project ***Falcon Towers*** in the layout of project land, submit the application in that behalf to the Registrar for registration of the Co-operative Societies under the respective applicable laws i.e. the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority as the case may be, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in the Project, have booked their Unit.
14. It is specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that:
 - i. the Promoters may form and register separate Association of Allottee/s for each class of flats or building in the scheme for better and smooth and proper administration and each Association of Allottee/s shall maintain the flats and the buildings of the respective class of flats or buildings;
 - ii. the Promoters may at its discretion form and register a Co-operative Housing Association /Association of Society / Apex or Federal Society/Legal Body/Limited Company in which all the Association of Allottee/s formed for individual class of flats or buildings shall become members
- 15
- 15.1 The Promoters shall (subject to their right to dispose of the remaining flats, if any) execute the Conveyance Deed of only the said super structure of the said Building/s which is under construction on the said Project ***Falcon Towers*** in favor of Association of Allottee/s which is formed or to be formed within a period of three months from the date of issuance of occupancy certificate.

- 15.2 The Promoters shall execute the conveyance of the entire undivided or inseparable land underneath all building/s alongwith all common amenities and open spaces of the entire Project **Falcon Towers** jointly or otherwise in favour of the Association of Allottee/s and/or apex body within a period of three months from the date of issue of occupancy certificate to the last of the building in the layout.
- 15.3 It is further clarified that the Overall Town Level Amenities including common / internal roads, artery roads, green spaces, public utility spaces and remaining open spaces etc. shall not be transferred to the said Association of Allottee/s or as the case may be to the said Apex Body but shall be retained and managed and maintained by the Promoters until the same is handed over, only after completion of the entire **Riverview City** Project, to the Urban Local Body, when constituted in the area comprised by the Project, as per the Township Regulations laid down for Integrated Township Projects.

Notwithstanding anything contained to the contrary herein since the Project **Falcon Towers** forms a part of the larger township project **Riverview City**, all common areas and facilities in the layout such as roads, open spaces, amenity spaces, gardens, club house, common drainage, water lines and electrical lines etc. shall solely belong to the Promoters and the Promoters in their discretion shall in terms of the concept of the Integrated Township Project decide to transfer the same in accordance with the rights and entitlement of the entire Township. The Allottee/s or the said Society/ Limited Company/ Condominium of Unit Holders shall not be entitled to claim any individual or independent interest therein or any part thereof.

- 15.4 The Allottee/s shall make a payment of Rs. _____ (Rupees _____ only) being a one-time interest free lump sum amount for maintenance to the Promoters at the time of Possession. This principal amount shall not be used or utilized but only the earnings arising out of such deposit shall be used for monthly periodic or incidental maintenance and upkeep of common facilities. In the event there is a shortfall, the Promoters would be entitled to adjust the same from the principal amount. The Promoters reserves the right to carry out these maintenance activities and/or appoint a Management Company to do the same and such Management Company, if any appointed shall undertake the day to day management, upkeep maintenance including preventive and remedial maintenance of the Overall Town Level Amenities and the “said **Falcon Towers** Project Amenities” where under the Management Company shall have overall charge and

conduct to enable the Allottee/s of such flats for optimum enjoyment such facilities.

- 15.5 It is also recorded that the Promoters and the said Management Company, if appointed, will inter-se enter into a Contract between themselves enumerating therein their respective liabilities and obligations and all such covenants and obligations vis-à-vis the Promoters shall be binding upon the Allottee/s.
16. The Promoters reserve their right:
- a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance / Management Company to prevent disruption and control costs;
 - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
 - c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.
17. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-
- (i) Rs. 2500/- for share money, application entrance fee of the Condominium, Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. 4500/- for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. 5000/- for proportionate share of legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation and registration of the Co-operative Society and the cost of preparing and engrossing the conveyance in favor of the Co-operative Society
18. At the time of registration of conveyance of the structure of the buildings, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the Co-operative Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Buildings. At the time of registration of conveyance of the said Project **Falcon Towers** land, the Allottee shall pay to the Promoters the Allottees' share of stamp duty and registration charges payable, on such conveyance or any document or

instrument of transfer in respect of the structure of the said Project *Falcon Towers* land to be executed in favour of the Association of Allottee/s or Apex Body.

19. All the liability of GST or other levy /cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and/or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc. It is also clarified between the parties hereto that the input credit which the Promoters can avail of has as per the Allottee's entitlement already been passed on to the Allottee by the Promoter by reducing the consideration proportionately and the Allottee/s confirm/s the same.

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20.1 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the Title Opinion annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;

- ii. The Promoters have 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;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project ***Falcon Towers*** except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/s shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project/ Project Land, Building/s and common areas;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters have 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 Project Land, including the Project ***Falcon Towers*** and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building to the Association of the Allottees;
- x. The Promoters have 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;

- xi. 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 Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project ***Falcon Towers*** except those disclosed in the title report.

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

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Unit Allottee/s.
- iii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written consent and the

supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to tamper / cover / modify / damage the fire protection system (Detection and Sprinklers) which are provided as per the requirement of Provisional Fire NOC received from Director of Fire Services, Government of Maharashtra. It may be noted that as per section No. 36 and 37 (Page No. 34 and 36) of Maharashtra Fire Act any damage/ Modification/Tampering of the Fire Protection System is a cognizable and non bailable offence.”
- vi. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat including the bathrooms, balcony /balconies, attached terrace or any part thereof, nor any alteration in the car / scooter parking space or elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto through the Promoter, the Maintenance / Management Company only in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to the construction of any part of the Building including but not limited to any to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat, not change the facade, not put any grill other than what is approved, shall not affix any air-conditioner on a different place other than the slot provided for the purpose without the prior written permission of the Promoters and/or the Society or the Limited Company or Condominium of Unit Holders.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building/s in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Promoters take out Insurance of the Project or any part thereof including the Unit;
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project **Falcon**

Towers and the building in which the Flat is situated and to bear and pay the charges for any such act as may be stipulated/demanded by the Promoter and/or the Maintenance and/or the Management Company concerned to keep the area neat and clean;

- ix. Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- x. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- xi. Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Unit is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
- xii. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, including any increase thereto, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xiii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiv. The Allottee/s shall observe and perform all the rules and regulations which the Association of Allottee/s (Condominium, Society or the Limited Company) may

adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by Association of Allottee/s regarding the occupation and use of the Unit in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xv. Till a conveyance of the land and structure of the building/s in which Unit is situated is executed in favour of the Association of Allottee/s (Condominium/Society/Limited Company), the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/s or any part thereof to view and examine the state and condition thereof.
- xvi. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Unit Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee/s will undertake the liability of all such future payments thereof.
- xvii. That the Allottee shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allottee.
- xviii. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoters in this regard.
- xix. That the parking spaces allotted to the Allottee/s shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 3 tons and not more than 2.1 mtrs. height. That this has been

clearly made aware to the Allottee/s and the same has been agreed by the Allottee/s to follow.

- xx. The Allottee/s shall have no claim to any other part of the Township Lands nor can he/she/they make any claim or raise any objection to the development of the other portions of the ITP or to any decision the Promoters may take in this regard.
21. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.
22. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project "**Falcon Towers**" and building/s will be denoted by letters **A, B, C, D, E, F & G** or as decided by the Promoters 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 Project. The Allottees/s in the said project/building/s or Apex Body 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.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units and Building/s or any part of the said Project **Falcon Towers**. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building/s is transferred to the Association of Allottee/s and until the said Project Land / Township Land is transferred / conveyed as hereinbefore mentioned as the case may be.

24. The Promoters have specifically disclosed to the Allottee/s and the Allottee/s have well understood that the Promoters are developing **Riverview City** as an ITP as aforesaid and till the completion of the ITP, the Promoters may revise the layout and/or building plans from time to time in respect of the said Township Lands, without however affecting the Plan and design of the said Flat and the said Project **Falcon Towers**. However due to such revisions, the location and the area of the other phases and/or artery roads and/ or internal roads and/or open spaces may change as compared to the presently sanctioned proposed land use Plan of the said Township Land. The Allottee/s has/have therefore hereby given his/her/their specific consent / NOC for the same.

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s and/or the Association of Allottee/s / Apex Body shall not be entitled to raise any objections in this regard.

25. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Unit.

26. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not

rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27. **ENTIRE AGREEMENT:**

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

28. **RIGHT TO AMEND:**

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

29. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

30. **SEVERABILITY:**

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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in

proportion to the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

32. **FURTHER ASSURANCES:**

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

33. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Pune. Hence this Agreement shall be deemed to have been executed at Pune.

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

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

Allottee/s: _____

Notified Email ID: _____

Promoters: Riverview City Constructions Ltd.

5, Magarpatta City, Aditi Garden, Hadapsar, Pune – 411013.

Notified Email ID: info@riverviewcity.com

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

36. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

37. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.

38. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Unit as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

39. **STAMP DUTY:**

- 39.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.
- 39.2 Stamp duty amounting to Rs. _____ is affixed hereto on the document value which is more than the market value /market value of the flat as fixed by the Office of the Registrar of Assurances, Pune.

Note: - The Said Flat is constructed or situated at an Integrated Township sanctioned / approved as per M.R.T.P. Act, 1966 and as per:

- a. Notification No. TPS-1804/Pune R.P.DCR/UD-13 dated 16/11/2005 of Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai – 400 032 and
- b. Notification published by Revenue and Forest Department, Government of Maharashtra vide No. Mudrank/2006/UOR-53/PK 536/M-1 dated 15/01/2008
- c. Notification published by Revenue and Forest Department, Government of Maharashtra vide No. Mudrank/2007/741/PK 146/M-1 dated 4/12/2008

As per aforesaid notifications the parties hereto are entitled to take benefit of 50% special concession in Stamp duty as well as in the Zilla Parishad Cess. Copy of the said notification is annexed hereunder as **Annexure K**.

THE SCHEDULE IA ABOVE REFERRED TO:

TOWNSHIP LAND

ALL THAT PIECE AND PARCEL OF LANDS bearing Gat Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58/A, 58/B, 58/C, 58/D, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76/2, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 407, 483, 509, 511, 520, 540/1, 540/2, 540/3, 541, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1081, 1082, 1083, 1084, 1085, 1086, 1087(pt), 1088(pt), 1089(pt), 1090(pt), 1091(pt), 1137(pt), 1138, 1139, 1140, 1141(pt), 1146(pt), 1147, 1148(pt), 1149, 1150(pt), 1151, 1152/1, 1152/2, 1153, 1154, 1155, 1156, 1158, 1159, 1160/1, 1160/2, 1160/3, 1160/4, 1160/5, 1163, 1164, 1165, 1166 & 1167, forming part of Village Mouje Kadamwakwasti, admeasuring about 155.0086 Hectares, within the limits of Gram Panchayat Samiti, Taluka Haveli, District Pune bounded as under:

ON OR TOWARDS THE:

NORTH	:	Mula Mutha River.
SOUTH	:	Pune -Solapur Highway.
EAST	:	Nalla (Pt.) & Kavadipat (Pt.)
WEST	:	Gat No. 543 & others & Gat No. 1056 & others.

**THE SCHEDULE IB ABOVE REFERRED TO:
Project Land**

ALL THAT PIECE AND PARCEL OF LANDS admeasuring about 45,520 sq. mtrs. and referred to as ***Falcon Towers (RVR-3)*** and comprising of

GAT NO.	TOTAL AREA (Hectares-Ares)	AREA IN <i>Falcon Towers (RVR-3)</i> (Hectares-Ares)
1137	1.07	0.002
1138	1.07	0.0057
1141	2.00	1.6108
1146	2.40	1.2581
1147	0.08	0.08
1148	2.40	0.6269
1150	6.86	0.9685
	TOTAL AREA	4.552

Out of township lands more particularly described in the **Schedule IA** hereinabove forming part of Village Mouje Kadamwakwasti, admeasuring about 155.0086 Hectares, within the limits of Gram Panchayat Samiti, Taluka Haveli, District Pune bounded as under:

ON OR TOWARDS THE:

NORTH : Sector RVC-2.
 SOUTH : 18 M Wide Road
 EAST : Sector RVG – 5 (Garden / Park)
 WEST : Service Road

SCHEDULE ‘II’

Residential Flat bearing No. _____ being _____ BHK admeasuring _____ sq. mtrs. (i.e., _____ sq ft) carpet area and attached exclusive Balcony/s admeasuring _____ sq. mtrs. (i.e., _____ sq. ft.) carpet area on the _____ Floor, in the building ‘_____’ and alongwith allocated right of use of the Covered Car parking no. _____ admeasuring _____ square meter i.e., _____ square feet situated at _____ **Floor** and Scooter parking No. _____ situated at _____ **Floor** forming part of the Project “***Falcon Towers***” situated on the Project land described in **Schedule IB** hereinabove.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED
by the abovenamed PROMOTERS
for themselves and as duly Constituted
Attorney of the Owners

PROMOTERS

SIGNED SEALED AND DELIVERED
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.

ANNEXURE F

FALCON TOWERS – FLAT SPECIFICATIONS / AMENITIES

STRUCTURE, MASONARY WALLS & PLASTER

Structure - Reinforced Cement Concrete (RCC)

External Walls - Reinforced Cement Concrete (RCC) shear walls

Internal walls - Autoclaved Aeriated Cement (AAC) blocks/ Reinforced Cement concrete (RCC) walls as per architectural drawings

Gypsum finish for internal ceilings and walls

FLOORING & DADO

Apartment Flooring - Vitrified flooring with spacers

Toilet Flooring - Matt Finish tiles with spacers

Toilet Dado - Glazed tiles dado up to Door Top with spacers

Kitchen Dado - Glazed tile up to lintel

DOORS

Main Door - Pre-engineered/flush door with laminates on both sides and good quality door fittings

Bedroom Door/s - Pre-engineered/flush door with laminates on both sides and good quality door fittings

Toilet Doors - Full body vitrified tiles door frames with FRP door shutter and good quality door fittings

WINDOWS

Powder-coated Aluminium sliding windows with M.S. Security Grill and Mosquito net.

KITCHEN AREA

Concealed Plumbing lines

Provision for water purifier

Full body vitrified slab Kitchen platform with stainless steel sink

Provision for exhaust fan

LIFTS

Lifts with backup

ELECTRIFICATION & CABLING

Concealed Copper wiring with modular switches and sockets

Provision for TV point in the living room and all bedrooms.

Provision for Telephone point in the living room and all bedrooms.

Electrical Points for washing machine, water purifier and fridge in the kitchen

Provision of Electrical points for AC Unit in all Bedrooms.

TOILETS

Standard sanitary ware with Brass Chromium plated fittings.

Concealed plumbing with Hot and Cold arrangement

Hot water connection from overhead solar water heating system for Master Bedroom toilet shower only (time, temperature and quantum of hot water subject to climate conditions)

Provision for exhaust fans

PAINTING

External Painting - Superior Quality Texture paint

Internal Painting - Oil Bound Distemper in pleasing shade

Grills - Enamel paint

BALCONY RAILING

M.S. Railing with enamel paint in all balconies

ANNEXURE G

Falcon Towers AMENITIES

A PODIUM LEVEL AMENITIES

- 1 Lawn
- 2 Seating with Pergola
- 3 Parent's Zone
- 4 Children's Play Area
- 5 Teenager's Zone
- 6 Skating Track
- 7 Tot Lot
- 8 Sr. Citizen Zone
- 9 Acupressure Pathway
- 10 Open Air Gym
- 11 Meditation Zone
- 12 Sky Lights with Seating

B GROUND LEVEL OPEN SPACE AMENITIES

- 1 Club Fore Court
- 2 Party Lawn
- 3 Trellis Seating
- 4 Viewing Pavilion
- 5 Children's Play Area
- 6 Community Hall
- 7 Amphitheatre
- 8 Multipurpose Court
- 9 Flower Garden
- 10 Pet Park
- 11 Tree Plaza
- 12 Bon Fire / Barbeque Provision
- 13 Indoor Gym At First Floor – Use on paid basis only

C PERIPHERAL AREA AMENITIES

- 1 EV Charge Zone
- 2 Cycle Station
- 3 Car Wash

ANNEXURE H

TOWN LEVEL AMENITIES AND UTILITIES

A Safety and Security

- 1 24 X 7 Centralized Security System
- 2 Fire Brigade Station

B Essential Services

- 1 Efficient Waste Management System
- 2 Electric Substation
- 3 Water Treatment System

C Sports, Education & Recreation

- 1 Schools located within the Township
- 2 Play Grounds with Sports Facilities
- 3 Well landscaped Parks and Gardens

D Connectivity

- 1 Broadband enabled with multiple Services Providers

ANNEXURE I

Exceptions to Defect Liability

1. Structural defects caused or attributable to the Allottees including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or resizing the original structural framework, putting excess or heavy loads or using the said unit other than for its intended purpose, and also includes any awning, covering of balcony, utility, terrace area that changes the architectural design of the elevation and adding any other features in such areas by which the architectural design and structural load is affected in any way whatsoever;
2. Natural wear and tear either due to material or due to temperature variations or weather;
3. Since tiles are artificially manufactured, there will be a certain shade and size variation. The tiles may also have a nominal bend which happens when they are baked in a high temperature in the oven and are cooled down.
4. Problems caused due to lack of maintenance;
5. Negligent use of the said unit by the Allottees;
6. Force majeure;
7. Damage caused due to abnormal fluctuation in the temperature or abnormal heavy rains;
8. Superficial cracks;
9. Damage to electrical equipment/s due to voltage fluctuations;
10. Damage caused due to theft or loss;
11. Damage caused due to failure of the Promoter to complete construction of the said unit or any part thereof on or before the date of completion of the said unit due to reasons or circumstances of default/breach of conditions of this agreement committed by the Allottees;
12. Any defect which does not result in actual physical damage or loss;
13. Any such defect liability that is brought to the notice of the Promoter after an unreasonable delay;
14. Loss or damage caused to the said unit directly or indirectly by insects, bird, vermin, rodents, or wild or domestic animals;
15. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil (excluding flood and earthquake which is covered by any other insurance or for which compensation is granted by legislation);
16. Any deficiencies in or damage caused by material or work supplied by anyone other than the Promoter or its, employees, agents or subcontractors;
17. Damages or losses not caused by defect in construction of the said unit by the Promoter or its employees, agents, or subcontractors, but resulting instead from acts or omissions of the Allottees, their agents, employees, licensees, invitees, accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape,

windstorms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, faults, crevices, earthquake, including gland shock waves or tremors before, during or after a volcanic eruption;

18. Loss or damage resulting from or made worse by dampness, condensation or heat build-up caused by the failure of the Allottees to maintain proper ventilation;

19. Loss or damage resulting from, or made worse by negligent maintenance or operation of the said unit and its systems by anyone other than the Promoter or its employees, agents, or subcontractors or assigned team of or on behalf of the Promoter;

20. Loss or damage resulting from a condition not resulting in actual physical damage to the said unit, including inhabitability or health risk due to the presence or consequences of insects, unacceptable levels of radon, formaldehyde, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials; Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, (whether or not driven by wind), water which backs up from sewers, or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure) wetlands, springs or aquifers After taking possession, it is normal that the paint develops minor hair cracks due to temperature variation.

As a part of good preventive maintenance practise, the Flat Purchaser at his own cost shall fill the joint between the granite and kitchen sink at regular intervals as and when required.

In case of terrace flats, the Flat Purchaser shall ensure that the lid for water drain outlet is kept open at all times to ensure that water logging does not happen during rains.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee the promoter shall not be responsible for any defects occurring due to the same.

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a jointly nominated surveyor who shall survey and access the same and shall then submit a report to state the defects (if any) in materials used, in the structure built of the Apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

21. Due to any reason beyond the control of the Promoter