

MR. VISHAL VASANT BANDEWAR

Aadhar No: 8060 7812 2960 1

Age : 47years, **Occp:** **Business**

Add :Flat no.502, Tritonia, Nyati Equitorial Bavdhan, Pune -411021

Herein after referred as a Promoter (which expression shall unless repugnant to the context or meaning thereof be deemed mean and include its successor-in-interest, executors, administrators and permitted assignees)

.....**PARTY OF THE FIRST PART**

II SHREE II

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of ~~MRS.~~ 2017.

Aadhar No. (_____)

Age

BY AND BETWEEN

Occp.

ABHANT EDIFICE PRIVATE LIMITED.

Add.

CIN No: U45200PN2012PTC143252, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having its registered office at : Flat No. 201, Elegant Residency, Building No.2, Old Mumbai-Pune Highway, Nigdi, Pune-411044 (PAN – AAKCA7184N) represented by its **DULY AUTHORIZED SIGNATORY.**

who are duly authorized to execute this document as per the resolution no. __ in the Extra Ordinary General Meeting dated _____ of the said company at its office where a quorum was present.

PAN NO : AFAPM 9036 R
3). MR. DATTA DAGDU PATIL 2
Age about : 36 years,
Occupation : Business,
PAN NO : BBZPP 3641 P

4). MR. SAHAS SANMATI BAGI

Age about : 27 years,
Occupation : Business,
PAN NO : ARSPB 4699 P
hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators, successors-in-interest, and permitted assignees)
THROUGH ITS DULY AUTHORIZED POWER OF ATTORNEY HOLDER.
MR. VISHAL VASANT BANDEWAR (Aadhar No. 806078122960)

Age 47years
Occp. BusinessPARTY OF THE SECOND PART

Add. Flat no.502 ,Tritonia,Nyati Equitorial Bavdhan, Pune 21
WHEREAS by an development agreement dated 30/04/2014 with register No. 3808/2014 and Power of Attorney dated 30/04/2014 with register No. 3809/2014 executed for the exaction of said project

The Promoter and Allottee shall hereinafter collectively be referred to as M/S. OM GANESH REALITY,
the "Parties" and individually as "party"
a Partnership firm registered under the Indian Partnership Act, 1932 having its office at ; Doodh Sangh Vasahat, Flat no.4, Shriram Vi Building, Jalochi, Taluka Baramati District Pune
Through all of its partners,

1). MR. DATTATRAYA SHANKAR MANE,

Age about : 64 years,
Occupation : Business,
PAN NO : ABOPM 6294 R

2). MR. MAHENDRA DATTATRAYA MANE,

Age about : 37 years,
Occupation : Business,

name is duly mutated in the village revenue records under mutation entry no.19199 dated 8/2/2013;

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AND WHEREAS both the properties being 40 Ares and 20 Ares respectively described in paragraphs (a) and (b) above are hereafter jointly and together called or referred to as the said property for the purpose of this deed and more fully described in schedule hereunder written); and the name of the vendors are duly mutated in the revenue records as the sole and absolute owners of the said property under mutation entry no. 19199 and 19201 and thus the vendors herein

WHEREAS

have become the sole and absolute owners of the said property and are in actual (A) All that piece and parcel of land admeasuring about 00 Hectare 40 Ares from physical possession of the same as its absolute owners;

out of land totally previously admeasuring about 19 Hectares 51 Ares and now

14 Hectares 11 Ares bearing Gat no. 134/3/1 of the village Jalochi, Taluka

AND WHEREAS both the properties (i.e. said property) initially formed a part of Baramati District Pune, lying and situate within the Registration District of Pune and bearing survey no. 134A of the village Jalochi, Taluka Baramati, District the Registration Sub-District of Taluka Baramati, the Revenue limits of the Tahsil Pune which was admeasuring about 48 Acres 08 Gunthas in or about 1954-55 Baramati and situate within the limits of the Grampanch Jalochi Taluka and was owned by one Atmaram Aba Tapkire and his name appears to be duly Panchayat Samiti Baramati is owned by M/S. Om Ganesh Realty, the vendors mutated in the revenue records under mutation entry no.1518,

herein above named, they having purchased the same from their predecessors in title Mrs. Mina Sanmati Bagi, in terms of a sale deed dated 24/12/2012 duly

AND WHEREAS thereafter under mutation entry no.1521 dated 12/4/1955, it is registered in the office of the sub-registrar Baramati at serial no. 213/2013 on observed that the said Atmaram Aba Tapkire died at Baramati on 2/1/1955 7/1/2013 and their name is duly mutated in the village revenue records under leaving behind him his son Dayaram Atmaram Tapkire having one half share and mutation entry no.19201 dated 8/2/2013;

grandson Vithal Savlaram Tapkire (son of a predeceased son) having the other one half share and their names were duly mutated to the revenue records of the

AND WHEREAS (B) All that piece and parcel of land admeasuring about 00 Hectare 20 Ares from out of land totally previously admeasuring about 19

Hectares 51 Ares and now 14 Hectares 11 Ares bearing Gat no. 134/3/1 of the

village Jalochi, Taluka Baramati District Pune, lying and situate within the

Registration District of Pune, the Registration Sub-District of Taluka Baramati,

the Revenue limits of the Tahsil Baramati and situate within the limits of the

Grampanchayat Jalochi, Taluka Panchayat Samiti Baramati is owned by M/S.

Om Ganesh Realty, the vendors herein above named, they having purchased

the same from their predecessors in title Mrs. Mina Sanmati Bagi and Mr. Naresh

Namdev Tupe, in terms of a sale deed dated 24/12/2012 duly registered in the

office of the sub-registrar Baramati at serial no. 212/2013 on 7/1/2013 and their

da

out of their holdings in the said Gat no.134A to and in favour of proposed

AND WHEREAS thereafter under mutation entry no.1547 dated 16/8/1955, it is

AND WHEREAS thereafter, under mutation entry no. 1596, it is observed that the

out of their holdings in the said Gat no.134A to and in favour of proposed
the records of the said property;

proposed society was duly mutated in the revenue records of the said property:

AND WHEREAS thereafter under mutation entry no.3981 dated 1/7/1991, it is

AND WHEREAS thereafter under invitation entry No.1050 dated 5/5/1957, it is

AND WHEREAS thereafter under citation entry No.1004 dated 15/12/1957, it is

observed that one Popatlal Chandanmal Oswal purchased area of about 40 Ares from Dattatrya dagdu Mandlik and others from old Gat no.134/A/3 and new 134/A/1 and his name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.11584 dated 7/4/2005, it is observed that one Vijubai Subhash Kare, Sugandha manikrao Yele through their dca Dattaraya dagdu mandlik and others sold an area of about 80 Ares from old Gat no.134/A/3 and new 134/A/1 to Dr. Megha Anil Shah and Dr.Sunil operative Housing Society and the name of the proposed society was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.4080 dated 21/12/1991, it is observed that the said Sambhaji Yashwant Devkate along with his wife Muktabai sambhaji Devkate sold a total area of about 01 Hectare Ares from out of their an area of about 1 Hectare from Dattaraya dagdu mandli and others from old holdings in the said Gat no.134A to and in favour of proposed Sanmitra Co-Gat no.134/A/3 and new 134/A/1 and their names were duly mutated in the operative Housing Society and the name of the proposed society was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.11704 dated 10/6/2005, it is observed that Anil Suresh Tupe (20 Ares, Meena sanmati Bagli(40 Ares), Naina observed that the said Sambhaji Yashwant Devkate along with his wife Muktabai Genu darekar (20 Ares) and sanjay S.Ahuja(20 Ares) purchased an area of about 01 Hectare Ares from Dattaraya Dagdu Mandlik and others from old Gat holdings in the said Gat no.134A to and in favour of proposed Baramati Co-no.134/A/3 and new 134/A/1 and their names were duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.7820 dated 13/8/1998, it is observed that the said Sambhaji Yashwant Devkate along with his wife Muktabai sambhaji Devkate sold a total area of about 01 Hectare Ares from out of their holdings in the said Gat no.134A to and in favour of proposed Baramati Co-operative Housing Society and the name of the proposed society was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.11489 dated 7/3/2005, it is

name was duly mutated in the revenue records of the said property;

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AND WHEREAS thereafter under mutation entry no.13970 dated 3/7/2007, it is observed that S.S.Ahuja, sold an area of about 00 hectare 20 Ares from 134/A/1 to A.A.Shejwal and her name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.14245 dated 17/9/2007, it is observed that R.J.Kirve, purchased an area of about 00 hectare 40 Ares from his co-owner A. B. Shinde out of 134/A/1 and his name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.12314 dated 13/1/2006, it is observed that Pradip Sambhaji Devkate, with consent of Muktabai sambhaji Devkate, Sandip Sambhaji Devkate, Vijubai Subhash Kare, Sugandha manikrao Yele sold an area of about 40 Ares from 134/A/1 to R.J.Kirve and A.B.Shinde observed that M.J.Kirve, purchased an area of about 00 hectare 40 Ares from and their names were duly mutated in the revenue records of the said property; C.B.Suryawanshi out of 134/A/1 and her name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.12633 dated 8/5/2006, it is observed that G.U.Jadhav and another sold an area of about 20 Ares from 134/A/1 to V.N.Pawar and S.J.Redde and their names were duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.16666 dated 14/9/2009, it is observed that Meena Sanmati Bagi and Naresh Dnyandev T purchased an area of about 00 hectare 20 Ares from Naina Genu Darekar out of 134/A/1 and their name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.13426 dated 5/1/2007, it is observed that V.N.Pawar and S.J.Redde sold an area of about 20 Ares from 134/A/1 to P.M.Gugale and others and their names were duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.16687 dated 16/9/2009, it is observed that Naina Genu Darekar, purchased an area of about 00 hectare 20 revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.13781 dated 3/5/2007, it is observed that Muktabai Sambhaji Devkate, Sandip Sambhaji Devkate, sold an area of about 1 hectare 00 Ares from 134/A/1 to Suga n ha manikrao Yele and her name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.13782 dated 3/5/2007, it is observed that Muktabai Sambhaji Devkate, Sandip Sambhaji sold an area of about 1 hectare 00 Ares from 134/A/1 to Vijubai Subhash Kare and her

Ares from Sunanda Manikrao Yele and others out of 134/A/1 and their name was duly mutated in the revenue records of the said property;

AND WHEREAS (a) All that piece and parcel of land admeasuring about 00 Hectare 40 Ares from out of land totally previously admeasuring about 19 Hectares 51 Ares and now 14 Hectares 11 Ares bearing Gat no. 134/3/1 of the village Jalochi, Taluka Baramati District Pune, is owned by M/s. Om Ganesh Reality, the vendors herein above named, purchased the same from their predecessors in title Mrs. Mina Sanmati Bagi, in terms of sale deed dated 24/12/2012 duly registered in the office of the sub-registrar Baramati at serial no. 213/2013 on 7/1/2013 and their name is duly mutated in the village revenue records under mutation entry no.19201 dated 8/2/2013;

AND WHEREAS thereafter under mutation entry no.16705 dated 15/10/2009, it is observed that A Sayyed and others released their rights to Samir Sayyed out of 134/A/1 and their name was duly mutated in the revenue records of the said property;

AND WHEREAS (b) All that piece and parcel of land admeasuring about 00 Hectare 20 Ares from out of land totally previously admeasuring about 19 Hectares 51 Ares and now 14 Hectares 11 Ares bearing Gat no. 134/3/1 of the village Jalochi, Taluka Baramati District Pune, is owned by M/s. Om Ganesh Reality, the vendors herein above named, they having purchased the same from their predecessors in title Mrs. Mina Sanmati Bagi and Mr.Naresh Namdev Tupe, Ares from Pradip Sambhaji Devkate out of 134/A/1 and their names were duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.17033 dated 13/2/2010, it is observed that N.J.Kokre and others, purchased an area of about 00 hectare 40 Ares from, Pradip Sambhaji Devkate out of 134/A/1 and their names were duly mutated in the village revenue records under mutation entry no.19199 dated 8/2/2013;

AND WHEREAS thereafter under mutation entry no.17352 dated 9/8/2010, it is observed that A.Shejwal gifted an area of about 00 hectare 20 Ares to R.U.Shejwal out of 134/A/1 and his name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.18370 dated 31/12/2011, it is observed that V.B.Anjire, purchased an area of about 00 hectare 40 Ares from Vijubai Subhash Kare out of 134/A/1 and their name was duly mutated in the revenue records of the said property;

AND WHEREAS thereafter under mutation entry no.18651 dated 10/5/2012, it is observed that Shivarkar and others, purchased an area of about 00 hectare 40

authorized managing director Mr. Vishal Vasant Bandewar of **ARIHANT EDIFICE PRIVATE LIMITED** to carrying out the development, of and construction on the said Land and sale of the Flats / Units / Premises constructed thereon and therefore with this development agreement and power of attorney **ARIHANT EDIFICE PRIVATE LIMITED** received exclusive rights to undertake the development and sale the residential and commercial units to intended purchasers.

AND WHEREAS the Promoters have agreed to engage a duly qualified **AND WHEREAS** the said Engineers have advised the Promoters in the sanction of the construction work proposed by them to be carried out on the said Land. Jalochi/Tal. Baramati/G.No.134(part)/NRB/1418 dated 1/7/2013 and building plans from the Collectorate under their outward no. NRB/Movie. Jalochi/Tal. Baramati/G.No.134(part)/NRB/1418 dated 2/10/2013 as also the permission for Non-Agricultural use (NA-orders) under no. NA/SR/305/2013. Baramati Town Planning Office for N.A order and NA approved by No. **NA / SR / 305 / 2013** Dated : **08/10/2013**.

AND WHEREAS the Owners desired/intended to undertake development and construction work upon the said property jointly with the reputed developers and construct buildings on the project land in accordance with the recitals hereinafter and construction work upon the said property through development agreement.

AND WHEREAS having arrived at the agreement and the developers relying upon the representations, declarations, assurances made/given by the owners, the Developers herein have entered into this agreement with the owners that **ARIHANT EDIFICE PRIVATE LIMITED** hereto shall collectively implement the Project on the said Land by undertaking of their respective obligations on a principal to principal basis and the Owners have shown their readiness and willingness to join these presents and to accord their unconditional consent for undertaking development and construction work upon the said property in development agreement registered vide no. **3808/2014** dated: **30/04/2014** with the developers jointly and power of attorney for the execution of the said project executed and registered vide no. **3809/2014** dated: **30/04/2014** in the name of

prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct on the project **GOLDEN RAYS,** **WING** having ground plus four upper floor.

AND WHEREAS the Promoter has floated the ownership scheme on the said Land and the name and style of **GOLDEN RAYS** comprising of various buildings consisting of residential and commercial units. Through the bearing number _____ on the floor in the wing of the Building Promoter herein has right to develop the entire project land, the promoter has decided to carry out contraction/development in phases and accordingly has identified/earmarked portion out of the project land as

AND WHEREAS Means **WING** and is only subject matter of this agreement and the said project shall be known as **GOLDEN RAYS, WING** ' hereinafter referred as "Said Project" and admeasuring _____ sq mtrs. or thereabouts, more particularly described in Schedule-II and shown in Annexure - C2A

are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Said Act ") and rules and regulations made thereunder. After the Allottee's enquiry, the Promoter herein has the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, Ar. Shripad Padhye, who are registered with the Council of Architecture, and such agreement is as per the agreement

provided for on the said phase have been annexed hereto and marked as Annexure C 2,

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AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as Annexure C2A

requested to the Allottee/s to carry out independent search by appointing

his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure C3

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of the Apartment agreed to be purchased by the Allottee, as sanctioned 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 Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure A' and 'B', respectively

AND WHEREAS the authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Author have been annexed hereto and marked as Annexure C 1.

AND WHEREAS the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be

respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the

AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall

obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. **AND WHEREAS** the allottee has independently made himself aware about the specifications provided by the promoter and is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain term conditions, stipulations and restrictions which are to be observed and performed by

AND WHEREAS the allottee has been shown the conditions of contract with the vendors/ contractors/ manufacturers And workmanship and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/ /phase shall be granted by the concerned local authority. **AND WHEREAS** the allottee has now agreed to the same as conditions mentioned in these

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by

apartment is annexed hereto and marked as Annexure E):

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AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said _____ ment at the price _____ and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS the Promoter has registered the said project under the use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but with the Real Estate Regulatory Authority at _____, but includes the area covered by the internal partition walls of the apartment. registration no _____ have been annexed and marked as Annexure F

AND WHEREAS, the Allottee/s prior to execution of these presents _____ s paid to the Promoter a sum of RS. _____ (Rupees _____)

vide application no. _____ Dated _____ for apartment no. _____

only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be constructed in the _____ phase of the said project along with

garage/closed parking no. _____ admeasuring _____

_____ square metre i.e _____ square feet in the _____

_____ [Please insert the location garage/closed parking], if applicable and pro-rata share in the common areas ("Common Areas") as defined clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment" and further _____ square metre ie _____

_____ Square feet of limited common areas and facilities both of which are more particularly described in Schedule III and the floor plan of

Notwithstanding anything stated in ~~13~~ any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the s unit is agreed to be sold to the allottee

AND WHEREAS This agreement shall remain in force and shall not demanded by the Promoter within the time and the manner specified therein. (Please note that booking amount/part payment to execution of this agreement shall in no event exceed ten percent, of the total sale price/consideration of the apartment)

AND WHEREAS this agreement does not preclude, diminish the rights any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the ws, rules, regulations, notifications, etc., applicable to the sa-ct.

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/closed parking (if any) as specified in para____.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT:-

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ of carpet area admeasuring sq. metres on _____ floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D _____ and _____ E _____ for the consideration of Rs _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, said agreement unless the said unit is transferred to them, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:-

2.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ basement and ground/stilt and/or stilt and podium and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2.3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at Basement and/or stilt and/or _____ of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

Promoter on completion of the slabs including podiums stilts
of the building or wing in which the said Apartment is located.

- iv. Amount of Rs _____/-(_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, of the said Apartment.
- v. Amount of Rs _____/-(_____) (not exceeding 80% of the total consideration) to be paid to the promoter on completion of the staircases, lift wells, podium being constructed in the layout for the consideration of Rs. _____/-. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.
- vi. Amount of Rs _____/-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external garages/covered parking spaces is thus Rs _____/-. plaster, elevation, terraces with waterproofing,/- of the building or
- 2.4. The total aggregate consideration amount for the apartment including
- 2.5. The Allottee/s agrees and understands that timely payment towards wing in which the said Apartment is located.
- vii. purchase of the said Apartment as per payment plan/schedule hereto Amount of Rs _____/-(_____) (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement fee and hereby agrees to pay to that Promoter the balance amount of Rs _____/-(_____) (Rupees) in the following manner
- i. Amount of Rs _____/-(_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs _____/-(_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs _____/-(_____) (not exceeding 70% of the total consideration) to be paid to the

separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority

- 2.7. The Promoter 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 and the Allottee shall make payment of such due amount to the promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment
- viii. ~~Balance Amount of Rs. / (due amount to the)~~ Allottee shall make payment of such due amount to the promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.
- 2.8. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @6% per annum for the period by which the respective installment has been pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 2.6. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only applicable on subsequent payments. The promoter may charge the allottee

monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have

- 3. MODE OF PAYMENT:**
agreed to pay the same as and when demanded before the possession of the said apartment.
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online (as applicable) in favour of _____ payable at _____
6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:
(Please insert additional mode of payment as may be required by the Promoter hereby agrees to observe, perform and comply with all the individual cases), stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans of any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said apartment to the Allottees herein, its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**
The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest at _____ f India highest Marginal Cost of Lending Rate plus 2 % per annum,with

7. DISCLOSURE AS TO FLOOR SPACE INDEX: -

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as obtain from the concerned planning/local authority/development incentive FSI by implementing various scheme as mentioned in the controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. (Please modify/insert additional information & disclosure related to utilization of FSI (if any) in respect of your particular project).

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

customisation permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed construction and till delivery of possession.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES

10.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-
The Promoter has made full and true disclosure of the title of the said acquisition/sale/transfer of immovable properties in India etc. and land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct Any refund, transfer or security, if provided in terms of the building/s and also given inspection of all documents to the Allottee/s Agreement shall be made in accordance with the provisions of as required by the law. The Allottee/s, having acquainted himself/herself/ themselves with all facts and right of the Promoter and or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. (Please modify/insert additional information if any related to disclosures and investigation of marketable title in respect of your particular land/project). The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the

9. SPECIFICATIONS AND AMENITIES

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in Schedule IV hereto. Common amenities for the project on the said land are stated in the Schedule V annexed. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no

said Apartment on DD/MM/YY.

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Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
- 10.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities under the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of if any said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. POSSESSION OF THE APARTMENT: -

- 11.1. Schedule for possession of the said Apartment:- The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the

completion of construction of all the project phases on the said land. The Promoter assures to hand over possession of said common amenities on DD/MM/YY. (Please note that mentioning specific date of possession of the common amenities is mandatory). The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non completion of said common amenities. {Please insert this clause where the promoter has undertaken the construction/development of the said land in various phases. Please add/modify list of common amenities as applicable from case to case.) (Please insert the date of completion of infrastructure in the said phase/ wing separately) also insert the date of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

That the allottees further agree that even where substantial completion of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can inhabit in the said unit. However if the developer is not

11.2. Schedule for possession of the Common amenities:- The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of said common amenities will be completed in due course only after

the allottee to apply and get necessary services the same shall not be undertaken by the promoter²² and the allottee shall be solely responsible for the same.

- 11.5. Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 11.3, the Allottee/s shall take possession of the Apartment in the Promoter by executing necessary indemnities, undertakings and allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.
- 11.3. Procedure for taking possession:** The Promoter upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and necessary documents and plans, including common areas, to the Allottee/s, it shall be the responsibility of the Promoter to hand over the and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

- 11.4.** It shall be expressly agreed that wherever it is the responsibility of

State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

12. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and common association of the Allottee/s or the competent authority, as the case may be, to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as case may be.

- 11.6. **Compensation** That, the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

13.7. **TERMINATION OF AGREEMENT:-**

- 13.1. **Event for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.**

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per

of Promoter absolute right to terminate this agreement.

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13.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment (outgoings) and on the allottee committing three defaults of payment with prospective buyers. After receipt of such notice, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD, at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in Sub para 13.1 and

13.3. It is specifically agreed between the parties hereto that, if the period, promoter shall be entitled to terminate this Agreement.

13.4. herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottees herein, in respect of the said apartment, shall stand null and void. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of Rs/_____ and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver

workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean a defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period warranties are covered under the maintenance of the said unit/phase/ wing, and if the annual maintenance contracts are not entered into by the allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. Provided however that the Allottee/s shall not carry out any alterations of the soever nature in the said apartment of phase/ wing and in specific the of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and

14. DEFECT LIABILITY

facilities more conveniently, there will be one or more association of allottees/Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land. (Please note that the promoter shall mention specific/particular organization which is intended/likely to be formed by the promoter in respect of the said project). in both the flats and the common project amenities wherever applicable.

- 15.2. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

- 15.1. Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common

- conveyance deed and convey the title of the said unit not later than ____ years and with proportionate ~~27~~ divisible share in the Common Areas on dt/- ____ to the society/association/federation/limited com (Please pick any one and follow the same throughout) as may be formed all the right, title and interest of the promoter/original owner/lessor/ in the aliquot part of the said land i.e said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the sta duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registrat of the conveyance deed in his/her favour till full and final ment of all 15.3. The Promoter shall (mention date) of registration of Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 17.1. The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the 15.4. The Promoter shall (mention date) of registration of the Promoter to the Allottee of the apartments under the Value Added Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

16. CONVEYANCE OF THE SAID APARTMENT: -

The Promoter, on receipt of complete amount of the Pri of the said Apartment under the Agreement from the Allottee, shall execute a

- by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the Tax Act 2002 and as per the aforesaid act responsibility to pay the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction to the Promoter herein to enable the Promoter to deposit/pay the same to the Government of Maharashtra.
- 17.4. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupy the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of India has imposed, service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks-bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings as it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- 17.2. The Allottee/s herein is well aware that, the Central Government of India has imposed, service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks-bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings as it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- 17.3. If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc.,

interests and Allottee/s herein shall pay the same to Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

17.6. That the allottees are made aware and expressly agree that stated and defined as attached herewith in Annexure G. Until where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional

18. DEPOSITS BY ALLOTTEES WITH THE PROMOTER:

monthly contribution of Rs. per month towards the The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts

- (I) shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- (II) RS. for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

17.5. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will always on Allottee/s of the said apartment and if for ever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with

- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.
- (III) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (i) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (ii) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building and Sub Station provided in Layout.
- (iii) Rs. _____ for deposits of electrical receiving and

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 1) No notice from the Government or any other local body authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) to the Project, project land, Building/wing and common areas; has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- 20. COVENANTS AS TO USE OF SAID APARTMENT:** The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrange with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- a) To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rights of the Allottee;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees

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

- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, or to the building in which the Apartment is situated, the Apartment itself or any part thereof without the consent of the local authorities, if required, for any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, PCC or other structural members in the Apartment without the prior permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project and the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the

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- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment 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 the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings of the project land and the building in which the Apartment is situated.
 - k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
 - h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
 - i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- p) That the parking spaces sold to the allottee 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 _____ tonnes and not more than _____ height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow. (Please add any other obligations that are necessary from your project point of view that the allottee/s must undertake to follow)

21. NAME OF THE PROJECT BUILDING/S WING/S
Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"GOLDEN RAYS"** and building will be denoted by letters or named **WING** or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees in the said project buildings or proposed organization are not entitled to change the aforesaid project name in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee. This condition is essential condition of this Agreement.

- n) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the _____ as agreed mutually
- o) That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

understanding that is/her right is to only to the use unless specifically allotted/ given vides (35 limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and condition specified by the maintenance agency or the association of allottees

22. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, attached as Annexure C allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties

25.MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the operation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as c mpleted and permitted under the said act and rules and regulations made thereunder.

24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee hereby agrees to purchase the Apartment on the specific

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

If there is any reduction in the carpet area in the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per

27. REGISTRATION OF THIS AGREEMENT :- The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee will attend such office and admit execution thereof, on receiving the written intimation from the Promoter. All these monetary adjustments shall be made at the same rate per square as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:

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 necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association i.e. organization as may be formed in which the Allottee/s will be the member for meeting all legal costs charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed It is made clear and so agreed by the Allottee that exercise of discretion

and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in

34. 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. Hence this Agreement shall be deemed to have been executed at

35. DISPUTE RESOLUTION

(If the parties wish to add herein an arbitration clause for the purpose of interpretation of the clauses of this agreement, they can be free to do so) That all notices to be served on the Allottee and the promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

32. NOTICES

_____ Name of Allottee
_____ (Allottee Address)
M/s. _____ Promoter name
_____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications

the _____ **Building** being constructed on the said land, and sanction provided for adequate parking space for 2 wheeler, flat is bounded as under, On or towards the:

North : By
East : By
South : By
West : By

Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through ~~SCHEDULE~~ **SCHEDULE** ~~Acting~~ officer appointed under the Act.

Parking provided for the said ~~use~~ **SCHEDULE-I** sq. mtrs. In _____ Floor
(being the description of the said property forming subject matter hereof)
All that piece and parcel of land admeasuring about 00 Hectare 60 Ares from out of land totally previously admeasuring about 19 Hectares 51 Ares and now 14 Hectares 11 Ares bearing Gat no. 134/3/1 of the villa Jalochi, Taluka Baramati District Pune, lying and situated within the Registration District of Pune, the Registration Sub-District of Taluka Baramati, the Revenue limits of the Tahsil Baramati and situate within the limits of the Baramati Municipal Corporation, Taluka Panchayat Samiti Baramati and which property is bounded as follows:- on or towards the:
North : By Gat No. 171
East : By Gat No. 173,174.
South : By Gat No. 142
West : By Gat No. 171.

SCHEDULE – II
(Description of Flat agreed to be sold)

A residential unit situated in building named _____ **WING** admeasuring about _____ **sq. mtrs.** Carpet area with an adjoining terrace means _____ **sq. mtrs.** saleable area Bearing no _____ to be situate on the _____ of

1. Elevator of good quality with UPS Back up
2. Common Parking 40
3. Water supply system

SCHEDULE – VI

1. Good Quality WBM Road within internal layout
2. All necessary street light for Internal Road in Layout
3. Central Drainage system
4. Children Play Area developed in Open Space of Layout
5. Security Cabins provided to all buildings

SCHEDULE - IV **(Specification of the said apartment)**

LIST OF SPECIFICATIONS

1. R.C.C.Frame Starchier.
2. External 6” B.B. Masonry.
3. Internal 4” partition wall.
4. Internal- Dry Distemper painting in attractive colour.
5. External – Decorative cement paint.
6. All Wooden Frame.
7. Main door Masonite & other oil painted flush door.
8. Powder coated 2 track aluminum sliding windows.
10. 7’ tiles in bathroom & 4’ in toilet.
11. Green Marble top kitchen otta.
12. 12x12 Ceramic flooring.
13. Concealed plumbing.
14. Casing caping wiring with good quality electrical fittings.

SCHEDULE - V **COMMEN AMENITIES**

concerned local/planning authority

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ANNEXURE E = Copy of floor plan of the said apartment.

ANNEXURE F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE G = List of items that would be covered as Maintenance of the project.

LIST OF ANNEXURES

ANNEXURE A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE B = Copies of property card / 7x12 extract or any other revenue record showing nature of the title of the Promoter to the said land

ANNEXURE C1 = Copy of building permission/Commencement certificate

ANNEXURE C2 = Copy of authenticated copies of the plans of the layout of the said phase as proposed by the Promoter

ANNEXURE C2A = Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration.

ANNEXURE C3 = Copy of clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.

ANNEXURE D = Copy of the plans and specifications approved by the

In witness whereof the parties hereto have signed this memorandum on the day, month and year first above written in the presence of witnesses within signed:

MR.VISHAL VASANT BANDEWAR.
ARIHANT EDIFICE PRIVATE LIMITED.
(Managing Director)



Partners of M/S OM GANESH REALITY

- 1). MR. DATTATRAYA SHANKAR MANE,
- 2). MR. MAHENDRA DATTATRAYA MANE,
- 3). MR. DATTA DAGDU PATIL
- 4). MR. SAHAS SANMATI BAGI

THROUGH POWER OF ATTORNEY
MR.VISHAL VASANT BANDEWAR.



Name :-
Address :-

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(Purchaser)

Witnesses:

1.
Name :-
Address :-

2.