

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this ____ Day of ____ Month
2019.

BETWEEN

M/s. Primespace Realty Group, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: 6, Padmaja Shop/Office/Clinic/Gym, 3rd floor, Law College Road, Erandwane, Pune 411004, PAN No. AANFP2254Q, through the hands of one of its Partner Mr. Anil Eknath Yelwande Age: 42 years, Occupation: Business, residing at: Agarwal Pride, Flat No. 2, 1st floor, 1306, Kasba Peth, Pune 411011; Hereinafter called “**the PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its presents and future partners and their respective heirs, executors, successors, administrators and assigns) . . . **PARTY OF THE FIRST PART.**

AND

1. **Mr./Mrs** _____
Age: _____ **Year** _____ **Occupation:** _____ **PAN No.:** _____
2. **Mr./Mrs** _____
Age: _____ **Year** _____ **Occupation:** _____ **PAN No.:** _____
Residing at: _____

Hereinafter referred to or called as “**THE ALLOTTEE**” (which expression unless repugnant to the context or meaning there of shall mean and include the Allottee alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Allottee shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement) . . . **PARTY OF THE SECOND PART.**

WHEREAS:

- A.** The Promoter is the absolute and lawful owner of the land bearing **S.nos. 339/9/1 & 339/9/2** totally admeasuring **3695.80 square meters** situated at village **BAVDHAN BUDRUK** Taluka – **MULSHI**, District – **PUNE**, State – **MAHARASHTRA** herein after called as “**the Entire Land**” and described in the **SCHEDULE 1A & 1B.**
- B.** The Promoter got the layout sanctioned on “**the Entire Land**” where by an Amenity Plot admeasuring **505.91 sqm** has been separately demarcated & herein after called as “**the said LAND**” and described in the **SCHEDULE 2.**
- C.** The Promoter is in peaceful Possession of the said land & entitled to construct the building on the said land.
- D.** The Promoter herein has appointed the following consultants for the said Project:

M/s. CRYSTAL ARCH (represented by Mr. Abhijit Konde), as Architect/s

M/s. R. K. Randhave Consultant (represented by Mr. Ram Randhave) as Structural Engineer/consultant/s

Mr. Arvind Bubane as MEP consultant/s

- E. The promoter has proposed to construct a building (Ground + 4 Floors) comprising of Shops & Offices/Clinics/Gym to be called /named as ‘**UTSAV SQUARE**’ on the said land which is more specially described in **SCHEDULE 2**
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide registration number [REDACTED]
- H. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architects and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as ‘the said Act’) and the Rules & Regulations made there under;
- I. The authenticated copies of the following have been have been annexed here to:
- | | |
|----------------|---|
| Annexure ‘B’ : | Property Card or extract of the Village Forms VII & XII or any other revenue record showing the nature of the title of the Promoter to the Project land |
| Annexure ‘C’ : | Commencement Certificate. |
- J. Copy of the floor plan of the Shop/Office/Clinic/Gym agreed to be purchased by the Allottee has been annexed hereto and marked as **Annexure D**.
- K. The Promoter has got some approvals from the concerned Local Authority to the plans, specifications, elevations & sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion/Occupation Certificate of the said building,
- L. While sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate shall be granted by the concerned authority.
- M. The Promoters have accordingly commenced the construction of the said building/s in accordance with the said proposed plans.
- N. The Allottee has applied and the Promoter has offered a Shop/Office/Clinic/Gym as mentioned in **Clause 1.1** herein below.
- O. Notwithstanding anything stated in any other document/ brochure/ advertisement/offer letter or the Allotment Letter given, or anything verbally or in writing communicated with the Allottee any time prior, this agreement shall be considered as the only document and its condition/s shall be read as the only condition/s valid and basis for which the said unit is agreed to be sold to the Allottee.
- P. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Shop/Office/Clinic/Gym with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Shop/Office/Clinic/Gym no. _____ having carpet area of _____square meters (_____ square feet), on the “_____” floor and the proportionate undivided share in the common areas.

1.2 The Total Price for the Shop/Office/Clinic/Gym based on the carpet area is **Rs.** _____ (**Only**) ("Total Price")

The above mentioned **Total Price** is inclusive of the proportionate price of common areas and facilities.

The carpet area of the said Shop/Office/Clinic/Gym mentioned above means the net usable floor area, excluding the area covered by the external walls, area under service shafts, exclusive/enclosed balcony or the exclusive open terrace/s appurtenant to the said Shop/Office/Clinic/Gym for exclusive use of the Allottee, but includes the area covered by the internal partition walls.

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Shop/Office/Clinic/Gym;

(ii) The Total Price above excludes Stamp Duty, Registration Fee, GST and Cess or any other similar taxes which may be levied/applicable.

(iii) The Promoter shall periodically intimate to the Allottee about the amount payable as per the **Payment Plan** (ANNEXURE A) and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation.

1.3The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 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 be applicable on subsequent payments.

1.4 PAYMENT PLAN: As Per ANNEXURE ‘A’

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been pre-poned. 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.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction or increase in the carpet area beyond the defined limit of 5% then Promoter shall refund the excess money paid by Allottee. If there is any increase in the carpet area allotted to

Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.7 The Promoter agrees and acknowledges, the Allottee shall have the right to the Shop/Office/Clinic/Gym as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Shop/Office/Clinic/Gym;
- (ii) The Allottee shall have exclusive right to use the Attached/Adjoining (if any) Enclosed Balconies, Dry Terrace/Balcony, Service Areas, & Terrace/s as mention in **SCHEDULE 3** of this agreement. These areas are over and above the carpet area of the Shop/Office/Clinic/Gym.
- (iii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants without causing any inconvenience or hindrance to them. The Promoter confirms and the Allottee herein agree/s that all the parking slots in the project will be a part of the limited/restricted common amenities/facilities in the project. To avoid disputes later amongst the Allottees in the project, the promoter herein has taken the confirmation & the Allottee hereby confirms that he has opted for Exclusive Use of the Parking slot as mentioned in **SCHEDULE 3** , and he/she would not object to the right of any other Allottee in the project of exclusively using his/her parking slot.
- (iv) That the computation of the price of the Shop/Office/Clinic/Gym includes recovery of price of land, construction of not only the Shop/Office/Clinic/Gym but also the Common Areas, development charges, cost of providing electric wiring, fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottee agrees that the Shop/Office/Clinic/Gym and the Exclusive Parking Slots shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely the Area under Road Widening & the plot of UTSAV HOMES –PHASE 2 COOPERATIVE HOUSING SOCIETY shall not form a part of the project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Shop/Office/Clinic/Gym to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Shop/Office/Clinic/Gym to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

2. DISCLOSURE AS TO FLOOR SPACE INDEX

The Promoter hereby declares/informs/clarifies to the Allottee that the FSI used as on date in the respect of the project land as on date is **594.82 square meters** only and in addition to this the

Promoter has planned to utilise approximately **200 square meters** of FSI by availing future FSI/TDR which may be available in future on modification to Development Control Regulations which are or may be applicable to the said Project. The promoter has disclosed the total FSI of **794.82 square meters** as proposed to be utilised by him/her on the project land in the said project and the Allottee has agreed to purchase the said Shop/Office/Clinic/Gym based on the proposed construction and sale of Shop/Office/Clinic/Gym to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI and the benefits there from will belong only and exclusively to the Promoter.

3. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque / demand draft or online payment (as applicable) in favour of **PRIMESPACE REALTY GROUP** payable at Pune.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. 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 Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 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 if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Shop/Office/Clinic/Gym applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

6. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop/Office/Clinic/Gym to the Allottee and the common areas to the association of the Allottee after receiving the occupancy / completion certificate. Similarly, the Allottee shall make timely payments of the instalment/s and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in “**Payment Plan**”.

7. CONSTRUCTION OF THE PROJECT/ SHOP/OFFICE/CLINIC/GYM

The Allottee has seen the specifications of the Shop/Office/Clinic/Gym and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Local/State Authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. POSSESSION :

The Promoter agrees and understands that timely delivery of possession of the Shop/Office/Clinic/Gym is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over the Possession of the said Shop/Office/Clinic/Gym on or before **30th June 2021**.

Provided that the Promoter shall be entitled to reasonable extension of **SIX MONTHS** as agreed by and between the Allottee and the Promoter for giving of the said Shop/Office/Clinic/Gym on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if there is delay or failure due to the following:

- war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”).
- Extension of time for giving possession as may be permitted by the Real Estate Regulatory Authority for reasons where actual work of the said project/building/Wing could not be carried by the Promoter as per the sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of Law, or Tribunal, or Local Authority, high power committee, etc. or due to such circumstance as may be decided by the authority.
- If the Local Authority delays the issuing of the Completion/Occupancy Certificate beyond 21 days after submission of all the required documents/NOCs, then the same shall not be construed as delay on the part of the Promoter.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop/Office/Clinic/Gym, 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 90 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the Shop/Office/Clinic/Gym, to the Allottee. The Allottee shall inspect the said Shop/Office/Clinic/Gym in terms of this Agreement, complete the balance payment towards the Shop/Office/Clinic/Gym cost, taxes and deposit towards maintenance and take the possession within 15 days from the date of intimation issued by the promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions,

formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/Association of Allottee, as the case may be.

Before delivery of Possession of the said Shop/Office/Clinic/Gym the Allottee/s shall satisfy himself/herself about the correctness of the area of the said Shop/Office/Clinic/Gym and the quality of the construction work, specifications and amenities provided. After delivery of the possession the Allottee/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

8.3 Failure of Allottee to take Possession: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Shop/Office/Clinic/Gym from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Shop/Office/Clinic/Gym to the Allottee. In case the Allottee fails to take possession within the time as mentioned above, such Allottee shall continue to be liable to bear and pay the proportionate share of outgoings in respect of the project land and building namely local taxes, charges or such other levies by the local authorities or water/electricity/common electricity charges, repairs, salaries of the security, housekeeping, maintenance staff etc. and all other expenses which form a part of the common upkeep/maintenance of the project/building.

9. MAINTENANCE OF THE SAID BUILDING / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee. The cost of such maintenance has not been included in the Total Price of the Shop/Office/Clinic/Gym and will have to be paid separately at actuals.

The Allottee further agrees that till the Allottee's share in outgoings is determined he/she shall deposit an advance to the Promoter **of Rs.25,000** as advance towards the outgoings (at the time of taking the possession). The advance so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the maintenance of the building/project is taken over by the Association of the Allottee. Upon taking over of the maintenance by the Association of the Allottee the aforesaid deposits (less actual money spent on maintenance) shall be paid over by the promoter to the Association of the Allottee.

10. EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide possession of the Shop/Office/Clinic/Gym to the Allottee within the time period specified.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

10.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Shop/Office/Clinic/Gym, along with interest at the rate specified in the Rules/Act within forty-five days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Shop/Office/Clinic/Gym.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

In case of the Allottee committing three (3) defaults in payment on due date as per the Payment Plan annexed hereto & despite having been issued/served notice of 15 days in writing to the Allottee by the Promoter expressing his intent/warning regarding termination of the agreement due to payment default, by Registered Post AD at the address provided by the Allottee, the Promoter shall at his own option cancel the allotment of the Shop/Office/Clinic/Gym booked by the Allottee and refund the amount money paid to him by the Allottee by deducting **Rs.50,000/-** towards cancellation/administrative charges within 30 days and this Agreement shall thereupon stand terminated. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall be entitled to deal with the said Shop/Office/Clinic/Gym with any prospective buyer. Delay in issuance of any reminder/s or notices from the promoter shall not be considered as waiver of Promoter's absolute right to terminate this agreement.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Shop/Office/Clinic/Gym;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop/Office/Clinic/Gym are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/Wing/Wing and Shop/Office/Clinic/Gym and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Shop/Office/Clinic/Gym which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop/Office/Clinic/Gym to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Shop/Office/Clinic/Gym to the Allottee and the common areas to the Association of the Allottee;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said building/project.

12. COVENANTS AS TO USE:

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Shop/Office/Clinic/Gym may come, hereby covenants with the Promoter as follows:

- (i) The Allottee shall, after taking possession, be solely responsible to maintain the Shop/Office/Clinic/Gym at his/her own cost in good and tenantable repair and condition.
- (ii) The Allottee shall not do or suffer to be done anything in or to the Building, or the Shop/Office/Clinic/Gym, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Shop/Office/Clinic/Gym and keep the Shop/Office/Clinic/Gym, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Wing is not in any way damaged or jeopardized.
- (iii) The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- (iv) The Allottee shall not store any hazardous or combustible goods in the Shop/Office/Clinic/Gym or place any heavy material in the common passages or staircase of the Building.
- (v) The Allottee shall also not remove any wall, including the outer and load bearing wall of the Shop/Office/Clinic/Gym.
- (vi) The Allottee shall throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Office/Clinic/Gym in the compound or any portion of the project land and the building in which the Shop/Office/Clinic/Gym is situated.
- (vii) The Allottee shall indemnify and keep indemnifying the Promoter towards 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.
- (viii) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the project/land/building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (ix) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any guarantee/warranty of the lifts/pumps or any gadgets/appliances/equipment of the project/building or any part thereof.
- (x) 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

Shop/Office/Clinic/Gym until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.

- (xi) The Allottee shall observe and perform all the rules and regulations which the Association of The Allottees 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 project/building and for observance and performance of the Building Rules, Regulations & Bye-laws for the time being of the concerned local authority and of government and the conditions laid down by the Association of the Allottees regarding the occupancy and use of the Shop/Office/Clinic/Gym and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.
- (xii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee.
- (xiii) The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

13. FORMATION OF ORGANISATION OF ALLOTTEES:

The Allottee/s along with the other Allottees in the Buildings/Project shall join in forming and registering the Association of the Allottees 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 other papers and documents necessary for the formation and registration of the Association of the Allottees and for becoming a member, including the bye-laws of the proposed Association of the Allottees and duly fill in, sign and return to the Promoter within 7 days, so as to enable the Promoter to register the Association of the Allottees. The Promoter shall within 1 year from the receipt of the occupancy Certificate cause to be transferred to the Association of the Allottees all the right, title and the interest of the Promoter/Owner in the said Project Land on which the building is constructed.

In the event the Association of Allottees being formed prior to the construction /sale and disposal of all the units in the said project, the rights, interests, entitlements, etc, of the said Association of Allottees shall always be subject to the overall rights and authorities of the Promoters to deal and dispose off such unsold units/parking spaces in the said project as per their choice and on such terms and conditions and consideration as the Promoter/s may deem fit and proper. It is further agreed and understood by the Purchaser/Allottees herein that the Promoter/s shall not be liable and/or required to contribute towards the common expenses, maintenance charges, etc, in respect of the said unsold units/parking spaces.

14. CONVEYANCE OF THE SAID SHOP/OFFICE/CLINIC/GYM

The Promoter, on receipt of complete amount of the Price of the Shop/Office/Clinic/Gym under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Units together with proportionate indivisible share in the Common Areas within 1 years from the issuance of the occupancy Certificate.

15. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Shop/Office/Clinic/Gym, shouldn't do any sort of structural damages by cutting or

drilling holes in the column/s or beams or the RCC slab, the Allottees should not make any alterations in the fittings, pipes, water supply connections or any erection or alteration in the bathroom/toilets/kitchens/dry balconies/terraces which may result in seepage/leakage of water. If any of the works/alterations are carried out the defect liability automatically shall become void.

The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the Shop/Office/Clinic/Gym /building/ project by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee to maintain his Shop/Office/Clinic/Gym in a proper manner and take all due care needed.

Further where the manufacturer warranty as shown by the developer to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building, and if the Annual Maintenance Contracts are not done or renewed or paid by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.

That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that of all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the UNITS and the common project amenities wherever applicable.

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/building/project includes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degree celcius 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 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/building/project and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

16. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Shop/Office/Clinic/Gym on the specific understanding that his/her right to the use of Common Areas 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 conditions specified by the maintenance agency or the association of Allottee from time to time.

17. RIGHT TO ENTER THE UNITS FOR REPAIRS

The Promoter / maintenance agency /association of Allottee shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Shop/Office/Clinic/Gym or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18. USAGE

Use of Common and Service Areas: The Common and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the common/services areas in any manner whatsoever, other than those earmarked as parking spaces,

and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the Shop/Office/Clinic/Gym with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Shop/Office/Clinic/Gym, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop/Office/Clinic/Gym at his/ her own cost.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop/Office/Clinic/Gym and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Shop/Office/Clinic/Gym.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. 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 Allottee of the Shop/Office/Clinic/Gym, in case of a transfer, as the said obligations go along with the Shop/Office/Clinic/Gym for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 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 payment. It is made clear and so

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

25.2 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.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the carpet area of the Shop/Office/Clinic/Gym bears to the total carpet area of all the Shop/Office/Clinic/Gym in the Project.

28. 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.

29. 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, within 15 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PUNE.

30. NOTICES

That all notices to be served on the Allottee by the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post at his/her respective address as specified above in the agreement.

Similarly, all the notices to be served by the Allottee to the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoter/s by Registered Post at the address as specified below :

Name of the Promoter: PRIMESPACE REALTY GROUP

Address: Tanna Towers (Padmaja Shop/Office/Clinic/Gyms), 45/3, Erandwane, Pune – 411004.

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

31. JOINT ALLOTTEES

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

32. SEPARATE ACCOUNT FOR SUMS RECEIVED

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 Shop/Office/Clinic/Gym and as advance or deposit, sums received on account of the share capital for the formation of the Society/ Association that may be formed, towards the outgoings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said Act & Rules & Regulations made there under.

33. The Allottee herein confirms & assures the Promoter that he/she would not visit or insist to visit her/his Shop/Office/Clinic/Gym or the building or the project during the construction stage as it may be dangerous /hazardous from his/her personal safety point of view. Due to any reason if at all the Allottee, on his/her insistence is granted permission for the same by the Promoter in writing, the Allottee shall/will be solely responsible for any accidents or injuries to him/her or the people/person accompanying him/her.

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.

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE – 1 (A) & 1 (B) (Description of the ENTIRE land)

(A) All that piece and parcel of a separated area, admeasuring 00 Hectare, 25.958 Ares, from and out of the entire landed property, bearing Survey No. 339/9/1 totally admeasuring 00 Hectare, 33.358 Ares, assessed at Rs.01.10, lying, being and situated at Village - Bavdhan Bk, Taluka- Mulshi, District - Pune, Zilla Parishad Pune, Taluka Panchayat Samiti - Mulshi, within the local limits of Gram Panchayat Bavdhan bk., and within the revenue jurisdiction of Sub-Registrar, Mulshi and is bounded as follows :-

On or towards the East : By Survey No. 339/10,
On or towards the South : By 18 meter RP road,
On or towards the West : By Survey No. 339/9/2,
On or towards the North : By Survey No. 339/9/1,

and

(B) All that separated piece and parcel of land, admeasuring 00 Hectare, 11 Ares, from and out of the entire landed property, bearing Survey No. 339/9/2, totally admeasuring 00 Hectare, 55.642 Ares, (including, an area admeasuring 00 Hectare, 01 Are ,Pot-kharaba), assessed at Rs.01.84, lying, being and situated at Village-Bavdhan Bk, Taluka- Mulshi, District-Pune, Zilla

Parishad Pune, Taluka Panchayat Samiti- Mulshi, within the local limits of Gram Panchayat Bavdhan bk., within the jurisdiction of Sub-Registrars, Mulshi/Haveli, and is bounded as follows :-

- On or towards the East : By Survey No. 339/10,
- On or towards the South : By Survey No. 339/9/1,
- On or towards the West : By Survey No. 339/9/2, (part),
- On or towards the North : By Survey No. 339/9/2, (part),

SCHEDULE – 2
(Description of the SAID land)

All that piece and parcel of a separated area, admeasuring **505.91 sqm** from the above mentioned **ENTIRE LAND** situated at Village - Bavdhan Bk, Taluka- Mulshi, District - Pune, Zilla Parishad Pune, Taluka Panchayat Samiti - Mulshi, within the local limits of Gram Panchayat Bavdhan bk., and within the revenue jurisdiction of Sub-Registrar, Mulshi and is bounded as follows :-

- On or towards the East : Internal Road of **UTSAV HOMES Phase 2 CHS Limited**,
- On or towards the South : By 18 meter RP road,
- On or towards the West : Part of S.no.339,
- On or towards the North : By **UTSAV HOMES Phase 2 CHS Limited**.

SCHEDULE 3
Description of the Said Shop/Office/Clinic/Gym

Name of the Project	:	UTSAV SQUARE
Name of the Building	:	UTSAV SQUARE
Floor	:	
Residential Flat No.	:	
Carpet Area of flat/Shop/Office/Clinic/Gym	:	----- sq. mtr. (---- sq ft)
Area of Enclosed Balcony/ies		----- sq. mtr. (----- sq ft)
Area of attached Terrace/s for exclusive use	:	----- sq. mtr. (----- sq ft)
Area of attached Dry Terrace / Balcony for exclusive use	:	----- sq. mtr. (----- sq ft)
Exclusive right to use Parking Slot as marked in the ANNEXURE attached.		

SCHEDULE 4
SPECIFICATIONS

- Structure
 - Earthquake Resistant RCC structure.
- Walls
 - 6” Thick Wall for external & 5”internal wall.
- Plaster
 - Sand faced Plaster for external surfaces.
 - Gypsum / Putty & plaster for internal surfaces.
- Flooring
 - 800 x 800 mm vitrified tiles.
 - Anti Skid flooring in all toilets.

- Anti skid flooring for terraces/ balcony.
- Electrification
 - Concealed electrification with circuit breaker.
 - Set of Legrand or equivalent make Switches.
- Doors:
 - Flush door both side laminated
- Windows
 - 2/3/4 Track Powder Coated Aluminium Sliding Window.
- Terrace/Balcony Doors
 - 2/3/4 Track Powder Coated Aluminium& Glass Sliding door.
- Toilet
 - Double coat water proofing with chemical treatment to all toilets & terraces/balcony.
 - Jaquar/Essco or equivalent make sanitary ware.
 - Jaquar or equivalent make C.P Fittings.
 - Concealed plumbing.
 - Granite door frames for toilets.
- Paint
 - Oil Bond Distemper paint for internal

SCHEDULE - 5

DESCRIPTION COMMON AMENITIES

- 1 Lift of SCHINDLER/OTIS or standard make
- Compound wall/fencing with elegant entrance gate
- Invertor Back-up for Lift & Common Lights

SCHEDULE 6

DESCRIPTION OF COMMON AREAS & RESTRICTED COMMON AREAS

(A) Common Areas and Facilities:

1. The land (subject to the right of exclusive use of Parking Slots allotted to various Allottees)
2. The footings, RCC structures and main walls of the building
3. Staircase, common passage in the building.
4. Elevator/Lift and lift duct for the building.
5. Invertor / Power back up.
6. Common drainage, water and electrical lines.
7. Common ground water storage tank, overhead water tank and plumbing, machinery, pumps etc.
8. Compound wall, fencing and gate/s.

(B) Limited Common areas and facilities:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Exclusive right to use the Parking Slot of various Allottees.
3. Terraces / Dry Terraces/ Balconies adjacent to specific Shop/Office/Clinic/Gyms shall exclusively belong to such respective Allottees.

IN WITNESS WHERE OF 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 AND DELIVEREDBY THE
WITHIN NAMED PROMOTER**

M/S. PRIMESPACE REALTY GROUP
Through its Partner
MR. ANIL EKNATH YELWANDE

**SIGNED AND DELIVERED BY THE
WITHIN NAMED ASPURCHASER/S**

Mr./Mrs._____

Mr./Mrs._____

In presence of:-

- 1)

Signature

:
- Name

:
- Address

:
- 2)

Signature

:
- Name

:
- Address

:

Annexure ‘A’
PAYMENT PLAN

10%	On Booking
20%	On Agreement
10%	On completion of the Plinth of the building.
15%	On completion of the 50% of RCC.
15%	On completion of the 100% of RCC.
10%	On completion of the Brickwork.
5%	On completion of the plaster.
5%	On completion of the flooring/Tiling.
5%	On completion of the windows & doors.
5%	On or before Possession.
100%	TOTAL