

AGREEMENT

This AGREEMENT made at Pune this ____ day of May in the year Two Thousand and Eighteen.

B E T W E E N

M/S. MOZE ASSOCIATES,
PAN No. AAVFM5051C
A registered partnership firm,
Having its office at -Sr. No-284,
Moze Wasti, Porwal Road,
Lohagaon, Haveli, Pune-411047
Through its Authorized Partner
MR. AJAY NAMDEO MOZE
Age: - 36 YEARS, Occupation: - Business
R/at- Sr. No. 290, chirke colony,
Lohagaon Pune 47.

hereinafter referred to as "**THE PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE ONE PART.**

A N D

1. Mr. _____
(PAN NO – _____)
Age: _____ years, Occupation – _____
2. Mr. _____
(PAN NO – _____)
Age: _____ years, Occupation – _____
Both Residing at: _____

hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) **OF THE OTHER PART.**

A N D

- 1. MR. BHAGWAN ALIES BHAGWANTA DEVRAM MOZE,**
Age: 81 years, Occupation: Agriculturist
- 2. MRS. KRUSHNABAI BAGWAN MOZE,**
Age: 76 years, Occupation: Housewife,
- 3. MRS. KAMAL BALASAHEB MOZE,**
Age: 51, Occupation: Agriculturist
- 4. MR. NAGUNATH BALASAHEB MOZE,**
Age: 38, Occupation: Agriculturist.
- 5. MR. SAGAR BALASAHEB MOZE,**
Age: 32, Occupation: Agriculturist.
- 6. MR. NITA HANUMANT DAREKAR,**
Age: 33, Occupation: Agriculturist.
- 7. MR. NAVNATH BHAGWAN MOZE,**
Age: , Occupation: Agriculturist.
- 8. MR. SUNITA NAVNATH MOZE,**
Age: 48, Occupation: Housewife.
- 9. MR. SEKHAR NAVNATH MOZE,**
Age: 30, Occupation: Agriculturist.
- 10. MR. AJIT NAVNATH MOZE,**
Age: 26, Occupation: Student.
- 11. MR. RUPALI NAVNATH MOZE,**
Age: 28, Occupation: Student.
- 12. MR.SAHEBRAO BHAGWAN MOZE,**
Age: 49, Occupation: Agriculturist.
- 13. MR. USHA SAHEBRAO MOZE,**
Age: 44, Occupation: Housewife.
- 14. MR. AMAR SAHEBRAOMOZE,**
Age: 24, Occupation: Student.
- 15. MR. AKSHAY SAHEBRAO MOZE,**
Age: 22, Occupation: Student.
- 16. MRS. RATAN GULAB NIMBALKAR,**
Age: 58, Occupation:Housewife.
- 17. MRS. RESHMA NAGUNATH MOZE,**
Age: 30, Occupation: Housewife.
- 18. MRS. RESHMA SAGAR MOZE,**
Age: 28, Occupation: Housewife.

Through their constituted power of attorney holder: -
M/S. MOZE ASSOCIATES,
PAN No. AAVFM5051C
A registered partnership firm,

Having its office at -Sr. No-284,
 Moze Wasti, Porwal Road,
 Lohagaon, Haveli, Pune-411047
 Through its Authorized Partner
MR. AJAY NAMDEO MOZE
 Age: - 36 YEARS, Occupation: - Business
 R/at- Sr. No. 290, chirke colony,
 Lohagaon Pune 47.

Hereinafter referred to as "**THE OWNERS/CONSENTING PARTIES**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all their present and future partners, their legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE THIRD PART.**

WHEREAS, all those pieces and parcels of the properties lying and situated at village Lohegaon, Taluka Haveli, District Pune, bearing **1)** admeasuring 00H 40 R i.e. 4000 Sq. Mtrs. towards East-West from and out of land admeasuring about 00H-82.5R totally admeasuring about 02H-48R bearing S.No.284 Hissa No-3 assesed at 5Rs 32Paise, **and 2)** admeasuring 00H 62R i.e. 6200 Sq Mtrs along with land admeasuring 00H 78R i.e. 7800 Sq Mtrs from and out of land admeasuring about 02H - 45R totally admeasuring about 01H-40R bearing S.No.284 Hissa No-4 assesed at Rs5 56Paise, both together total aggregate area admeasuring 01 H – 80R. i.e. 18000 sq. mtrs. or thereabout, which are jointly and collectively more particularly described in **Schedule (I)** hereunder written (hereinafter for the sake of brevity referred to as "**the said property and/or the said project land**").

AND WHEREAS, an area admeasuring 40 R out of the landed property mentioned in Schedule I is purchased by the Promoter/Developer herein from family of Sitaram Sopan Moze, Pandit Sopan Moze, Dwarkabai Baban Moze and Nitin Baban Moze vide Sale Deed dated 22/10/2012 which is registered in the Office of Sub-Registrar Haveli No-17, Pune at Serial No-10713/2012 on same day and name of the Promoter was mutated on to the 7/12 Extract vide M.E. No.38506. Hence the area admeasuring 40 R out of property mentioned in First Schedule is the absolute property of Promoter/Party of the First Part herein.

AND WHEREAS, Mr. Baghwan Devram Moze and others entrusted the development rights of an area admeasuring 140R out of the landed property mentioned in First Schedule to one M/s Moze Associates herein vide Agreement and ancillary Power of Attorney 08/11/2012 which is registered in the Office of Sub-Registrar Haveli No-17, Pune at Serial No-11273/2012. The said Agreement was executed in favour of Promoter herein on the same terms and conditions as recited in Agreement dated 08/11/2012. The Consenting Party i.e.

Party of Third Part herein is the original land owners of area admeasuring said 140R and hence is entitled to sale proceeds in respect of 44% construction of the saleable area to the prospective tenement purchasers.

AND WHEREAS, the Promoter herein prepared the proposed building layout which is approved by the Asst. Director, Town Planning, Pune, vide its letter no. PHA/C.R.No. 172/17-18/Mounza Lohegaon Dated 03/10/2017 the Promoter has been granted permission to develop the said project land by constructing building thereon vide order no. PRH / PMRDA/NA/SR/146/2017 dated 15/02/2018 issued by Collector Pune (Revenue Branch).

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

AND WHEREAS, the Vendor/Lessor/Original Owner/Promoter is in possession of the project land.

AND WHEREAS, the Promoter has proposed to construct on the project land comprising of Wing-A having 2 Praking + 11 upper floors containing total 109 flats and Wing-D having 2 Parking + 11 upper floors containing total 88 flats. Further the Promoter has commenced the construction work of Wing-A & Wing-D

AND WHEREAS, the Allottee/s is/are offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said 'Apartment') in Wing – _____ called **SKYWAYS ESFERA** (hereinafter referred to as the said 'Building') being constructed in Third Phase of the said project, by the Promoter.

AND WHEREAS, the Promoter has entered a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS, the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS, by the Development Agreement/Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS, on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Messrs. Atit Admulwar Architects** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.

AND WHEREAS, the authenticated copies of Certificates of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS, the authenticated copy of floor plan of the apartment as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Promoter and per which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS, the authenticated copies of commencement certificate have been annexed hereto and marked as **Annexure-D** and the authenticated copy of NA order has been annexed and marked as **Annexure-E** herewith and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been mentioned in **Schedule (V)** hereunder written and the amenities to be provided to the said apartment are mentioned in **Schedule (VI)** hereunder.

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtained the balance approvals from various authorities from time to time, to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS, the Promoter has accordingly commenced construction of second phase comprising of Wing-B and construction of third phase comprising of Wing-A in accordance with the said proposed plans.

AND WHEREAS, the Allottee/s has/have applied to the Promoter for allotment of an Apartment No. _____ on _____ Floor situated in the Wing No. _____ called SKYWAYS ESFERA, being constructed in the third phase of the said project.

AND WHEREAS, the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

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 this Agreement on the terms and conditions appearing hereinafter.

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

AND WHEREAS the promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. _____ authenticated copy is attached in Annexure "F".

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment and the covered parking.

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

1. The Promoter shall construct Wing-A consisting of 1 basement and 1 ground/stilt/ 0 podiums and 11 upper floors and Wing-D consisting of 1 basement and 1 ground/stilt/ 0 podiums and 11 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.

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

1(a) (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Apartment No. _____ of the type ___BHK of carpet area admeasuring _____ sq. mtrs on _____ floor in Wing-_____** (hereinafter referred to as **"the Apartment"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** and more particularly described in **Schedule (II)** hereunder written for the consideration of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedules (III) and (IV)** respectively.

1(b) The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees Ten Thousand Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees _____ Only)** in the following manner: -

i. Amount of **Rs. _____/- (Rupees _____ Only)** (20% of the total consideration) to be paid to the Promoter after the execution of this Agreement.

ii. Amount of **Rs. _____/- (Rupees _____ Only)** (05% 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. _____/- (Rupees _____ Only)** (11% of the total consideration) to be paid to the Promoter on completion of first slab of the building or wing in which the said Apartment is located.

iv. Amount of **Rs. _____/- (Rupees _____ Only)** (11% of the total consideration) to be paid to the Promoter on completion of third slab of the building or wing in which the said Apartment is located.

v. Amount of **Rs. _____/- (Rupees _____ Only)** (11% of the total consideration) to be paid to the Promoter on completion of fifth slab of the building or wing in which the said Apartment is located.

vi. Amount of Rs. _____/- (Rupees _____ Only) (11% of the total consideration) to be paid to the Promoter on completion of seventh slab of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____ Only) (11% of the total consideration) to be paid to the Promoter on completion of ninth slab of the building or wing in which the said Apartment is located.

viii. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

ix. Balance Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) against and at the time of handing over the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

1(d) In addition to the afore said agreed consideration of the said apartment, the Allottee/s hereby agree/s to pay Goods and Service Tax (GST), Stamp Duty, Registration Charges, Maintenance Charges for first and other duties, cesses, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the apartment etc. and/or any of the incidents of this transaction including Vat, Service Tax, Sales Tax, LBT, GST, Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter, to the Promoter before the possession of the apartment/s. The Promoter shall not be liable to pay the same. The Allottee/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said apartment/s.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase because development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(g) Disclosure regarding enclosed balcony: -

The Developer has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Developer and such modified amalgamated flat floor plan is annexed as "ANNEXURE C-1". The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and has/have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Apartment as shown in "Annexure C-1", Builder shall have prior consent of the Allottee/s herein.

1(h) The above mentioned price is an Apartment price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said apartment, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST) etc., which will have to be paid by the Allottee/s to the Developer or concerned authority separately. The Developer & the Allottee/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

1(i) Apart from the above consideration amount the Allottee/s herein has/have agreed to pay 12% towards the Goods & Service Tax (GST) of the said Agreement Value to the Developer herein. However, if, anytime in future the Government of India implements Goods and Service Tax, then the Allottee/s shall be liable to pay the Goods and Service Tax as per the prescribed rate notified by the said Government. The rates specified herein (Service Tax and Vat) are as per the current prevailing rules prescribed by Government. However, the current rates may vary from time to time as per the notifications issued by the Government and the Allottee/s shall pay the same accordingly.

1(j) The Allottee/s herein shall pay the aforesaid amount on the due date or within seven days from the Developer giving the written intimation to the Allottee/s calling upon the Allottee/s to make the payment.

1(k) It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/have committed breach of this Agreement and in such case the Developer shall be entitled to take necessary action against the Allottee/s.

1(l) The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

1(m) Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by the Allottee/s or Housing Finance Companies/Banks, etc.

1(n) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Developer under this Agreement shall be acknowledged/credited by the Developer, only upon Allottee/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Apartment, if any such Certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such Certificate within One months of the Possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the One months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

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

1(p) 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/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. 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 _____ square meters by availing of TDR or FSI available on payment of premiums or FSI as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, the Promoter shall at his/her/their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings about the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure-E** annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Provided that the Promoter has commenced and completed the work of club house, swimming pool and garden as per approval being common area and facilities of the said project and the said fact has been communicated to the Allottee/s and the Allottee/s is/are well aware of the same that the said areas are ready for use and enjoyment of all the apartment allottee/s of the project and thus the Allottee/s agreed to pay their proportionate contribution towards provisional maintenance charges of such common areas and facilities to the Promoter on receiving the possession of the said apartment from the Promoter.

7.1 Procedure for taking possession: - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. 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/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the project.

7.2 The Allottee/s shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: - Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment 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 Apartment to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 (i) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s 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/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(ii) After the possession of the Apartment/Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any Statutory Authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the Apartments in the said Building/s at their own costs and the Developer shall not be in any manner liable or responsible for the same.

(iii) Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Developer at its own cost. However, the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Allottee/s herein.

(iv) The Allottee/s shall not ask for any compensation in respect of expenses born by the him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developers. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta, tiles etc. provided by the Developers herein may have shade variation and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time.

(v) Whereas, it is specifically understood by the Allottee/s that certain facilities such as Water Purifier, Generator backup for flats etc. are provided free of charge by the Developer to the Apartment Allottee/s, wherein any defect with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.

(vi) Disclosure regarding manufacturer's warranty;

The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

(vii) The Developer herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Project Land which Developer herein are constructing, hence Allottee/s /

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

(viii) The word defect herein above stated shall mean only the manufacturing defects caused because willful neglect of the Developer themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

(ix) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment or in the fittings therein, in. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.

(x) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s 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 Promoter to the Allottee/s, so as to enable the Promoter to register the common organizations of Allottee. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other Competent Authority.

9.1 The Promoter shall, within three months of obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by the Allottee/s to the Promoter, 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.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by all the Allottee/s to the Promoter, 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.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

9.4 The Allottee/s herein shall pay to the Developer, an amount of **Rs. 25,380/- + Taxes** in advance towards temporary maintenance charges, prior to grant of possession of the said apartment by the Developer to the Allottee/s. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 12 months from the date of obtaining Completion Certificate or handing over possession of the first apartment in the project, whichever is earlier. However, if the actual amount of expenses incurred towards maintenance charges is more than the amount paid by the Allottee/s then the Purchaser/s shall be liable to pay the extra amount incurred for the maintenance of the building/s whereas if the amount incurred towards the maintenance charges is less than the amount paid by the Allottee/s then the Developer shall deposit the balance remaining amount to the Society Maintenance Account. However, the Allottee/s is/know the Developer has completed the work of club house, swimming pool and garden which is ready for use and occupation by the apartment holders in common.

9.5 In the event, the Society or Association or Limited Company or Ultimate Organization is handed over the administration of the property before the sale and disposal of all the apartments / tenements in the building/s all the powers, authorities and right of the apartment to Allottee/s herein shall be always subject to the Developer's over all right to dispose of unsold apartments and unsold/unallotted covered parking spaces and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold apartments / tenements / units and unsold/unallotted covered car parkings the Developer herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold apartments nor will be Developer or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and has actual, physical and legal possession of the project land for the implementation of the project;
- ii. 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;
- iii. There are no encumbrances upon the project land or the Project except the project loan availed by promoter from The Vishweshwar Sahakari Bank Ltd., Vishrantwadi Branch, Pune and mentioned hereinabove and disclosed in the title report. In terms of mortgage deed, the Vishweshwar Sahakari Bank Ltd., has issued the NOC on the request and demand of the Promoter at the time of selling of the present apartment in the said project and which is annexed as **Annexure-F** herewith;
- iv. 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;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, always, remain to follow all applicable laws in relation to the project, project land, building/wing 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/s 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 project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. All 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;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) 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.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands, the apartment may come, hereby covenants with the Promoter as follow:

-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable 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 rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their 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/s 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 rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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.

viii. 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, because change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or 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 Government and other public bodies. The Allottee/s shall also observe 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 in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Company, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. 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/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received because the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT APARTMENT

After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charges shall not effect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties regarding the said apartment/building.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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/s of the

Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/must make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the apartments in the project.

24. 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 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.

25. PLACE OF EXECUTION

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

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

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

Name of Allottee/s

1. MR. _____

2. MRS. _____

Both Residing at: - _____

Notified Email ID:- _____

M/s. Moze Associates (Name of Promoter)

Office at -Sr. No-284, Moze Wasti, Porwal Road,

Lohagaon, Haveli, Pune-411047 (Promoter Address)

Notified Email ID: sales@skywaysmulticon.com

It shall be the duty of the Allottee/s 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/s, as the case may be.

28. **JOINT ALLOTTEES**

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

29. **Stamp Duty and Registration:** - The charges towards stamp duty and registration of this agreement shall be borne by the allottee/s.

30. **Dispute Resolution:** - Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra

Real Estate Regulatory Authority (MahaRERA) as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

32. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Project Land
Schedule (II)	Description of Apartment along with Allotted Car Parking
Schedule (III)	Common Area/s to the project
Schedule (IV)	Common Facilities to the project
Schedule (V)	Specifications to be provided to the said Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority
Schedule (VI)	Amenities for the Apartment

DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure – A	Title Report
Annexure - B	Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Owner/Promoter to the project land
Annexure – C-1	Authenticated copies of floor plan of the apartment
Annexure – C-2	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
Annexure - D	Copies of Commencement Certificates issued by PMRDA Pune from time to time
Annexure – E	Copy of NA Order issued by Collector Pune

SCHEDULE (I) ABOVE REFERRED TO

(Description of the freehold project land and all other details)

A) All that piece and parcel of land admeasuring 00H 40 R i.e. 4000 Sq Mtrs towards East-West from and out of land admeasuring about 00H-82.5R totally admeasuring about 02H-48R bearing S.No.284 Hissa No-3 assesed at Rs 5 32 Paise, being and situated at Village Lohagaon, Taluka Haveli, District Pune within the limits of Zilha Parishad Pune and Taluka Panchayat Samiti Haveli, & Newly extended limits of Pune Municipal Corporation and within registration sub-district Taluka Haveli, District Pune and bounded as under: -

On and Towards East : By Porwal Road

On and Towards South: By property owned by Bhagwanta Devram Moze

On and Towards West : By Sr. No. 284/3

On and Towards North: By property of Pride Builder

B) All that piece and parcel of land admeasuring 00H 62R i.e. 6200 Sq Mtrs along with land admeasuring 00H 78R i.e. 7800 Sq Mtrs from and out of land admeasuring about 02H - 45R totally admeasuring about 01H-40R bearing S.No.284 Hissa No-4 assesed at Rs5 56Paise, being and situated at Village Lohagaon, Taluka Haveli, District Pune within the limits of Zilha Parishad Pune and Taluka Panchayat Samiti Haveli, & Newly extended limits of Pune Municipal Corporation and within registration sub-district Taluka Haveli, District Pune and bounded as under:-

Land admeasuring 5000 Sq. mtrs bounded as under: -

On and Towards East : By Porwal Road

On and Towards South : By Sr. no. 284/5.

On and Towards West : By property owned by Suresh Gupta.

On and Towards North : By property owned by Sitaram Sopan Moze & others.

Together with the easement, appurtenances, ingress, egress, pathways, incidental, ancillary and consequential rights thereto,

SCHEDULE (II)

(Description of the Apartment and Covered Car Parking along with boundaries in all four directions)

1. Apartment No.: _____
2. Floor: _____
3. Wing No.: _____, in "SKYWAYS ESFERA" Project,
4. Carpet Area about _____ sq. mtrs. i.e. _____ sq. ft.
5. Adjacent Enclosed Balcony Carpet Area about _____sq. mtrs.i.e. _____sq. ft.for exclusive use of the said apartment.
6. Adjacent Terrace Carpet Area about _____sq. mtrs. i.e. _____sq. ft. for exclusive use of the said apartment.
7. Adjacent Dry Balcony Carpet Area about _____sq. mtrs.i.e. _____sq. ft.for exclusive use of the said apartment.
8. Exclusive right to use Car Parking space, which will be allotted at the time of delivery of possession of the said apartment.

Four boundaries of the apartment are as follows: -

On or towards EAST : By _____

On or towards SOUTH : By _____

On or towards WEST : By _____

On or towards NORTH : By _____.

SCHEDULE (III)

(Here set out the nature, extent and description of common areas to the project)

1. The project land and the open space described in the First Schedule above.
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

SCHEDULE (IV)

(Here set out the nature, extent and description of common facilities to the project)

Common facilities and amenities for all buildings to be proposed on the said project, which shall be handed over after entire buildings of the project are completed.

- i) Club House
- ii) Landscaped area
- iii) Lift/s
- iv) Decorated entrance lobby
- v) Power back up for common facilities
- vi) Rainwater harvesting system
- vii) Sewage water treatment plant
- viii) Concrete/paved internal pathways
- ix) Streetlights

SCHEDULE (V)

(Specification for the Apartment)

Structure: -

- 1) RCC framed earthquake resistance structure
- 2) 4" internal and 6" external walls in fly ash bricks
- 3) External double coat plaster
- 4) Internal gypsum finish.

Electrical Fitting: -

- 1) Concealed wiring and modular switches
- 2) Adequate electrical points in all rooms.
- 3) Telephone point in living room.
- 4) Provision for exhaust in each washroom.
- 5) Fire registrant cabling for entire flat
- 6) Miniature Circuit Breaker
- 7) Intercom Facility for each flat
- 8) Single phase meter
- 9) Ganset Back – up for each flat.

Kitchen: -

- 1) Granite kitchen platform with stainless steel sink
- 2) Decorative dado tiles above platform upto lintel level.
- 3) Dry terrace with provision for washing machine (inlay and outlay).

Washrooms: -

- 1) Concealed Jaguar or Equivalent fittings with hot & cold mixers
- 2) Commode with flush tank.
- 3) Provision for geyser in each Washroom.
- 4) Designer bathroom tiles up to lintel level.

Terraces: -

- 1) Spacious terraces for each flat.
- 2) High parapet/railing for safety.

Doors: -

- 1) Attractive laminated main entrance door.
- 2) Internal laminated flush doors.
- 3) Flush doors to washroom
- 4) 2-track powder coated aluminum sliding doors for terraces.

Windows: -

- 1) 3 track powder coated aluminum sliding windows.
- 2) Mosquito net with MS safety grills.
- 3) Marble sills for al windows.

Finishes: -

- 1) Gypsum finishing for internal walls.
- 2) Oil-bond distemper paint on internal walls.
- 3) External apex paint.

Flooring: -

- 1) 24*24 vitrified tile flooring and skirting.
- 2) Anti-skid flooring in washroom and terraces.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED **PROMOTER/OWNER/CONSENTING PARTY –**

Name and Signature	Thumb Impression	Photo
M/s. Moze Associates through its partner Mr. Ajay Namdeo Moze (for self as promoter and being POAH on behalf of owner/consenting party)		

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S -

Name and Signature	Thumb Impression	Photo
Mr. _____		
Mrs. _____		

In the presence of WITNESSES:

1. Name _____
Signature _____
2. Name _____
Signature _____

ANNEXURE (B)

(Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land)

ANNEXURE (C-1)

(Authenticated copies of floor plan of the apartment as approved by the concerned Local Authority)

ANNEXURE (C-2)

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces is proposed to be provided for on the said project)

ANNEXURE (D)

(Authenticated Copies of Commencement Certificates issued by the local authority)

ANNEXURE (E)

(Authenticated Copy of NA Order)

ANNEXURE (F)

(Authenticated Copy of MAHARERA Registration Certificate)