

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at _____Pune this __ day of _____ 2018.

BETWEEN

I. Planet I Developers, a registered Partnership Firm, having its registered office at D -605+606, Business Court, Mukundnagar, Pune 411037 and hereinafter referred to as the “**PROMOTERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include present partners, survivor or survivors of them their heirs, executors and administrators, successors-in-title and assigns) represented through its authorized Partners 1) Mr. Bipin Bhimraj Bhandari, Age 47 years, 2) Mr. Gunesh Chunilal Sancheti, Age 42 years,

II. AASTHA REALTORS KARANJGAON, a partnership firm, having its registered office at Office No. 106, Sankla Arcade, Karve Road, Pune 411004 and hereinafter referred to as the “**OWNERS No. 1**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include present partners, survivor

or survivors of them their heirs, executors and administrators, successors-in-title and assigns) through its partner and duly authorized signatory Mr. Chandrrashekhar Murlidhar Sherrude, Age 51 years, Occupation Business & Agriculture.

III.

1. Shri. Madhusudan Bhaskar Karve, Age 83 years,
2. Shri. Acchyut Bhaskar Karve, Age 72 years,
3. Shri. Sunil Prabhakar Karve (HUF), Age years,

all residing at 759/19, Deccan Gymkhana, Pune 411004 and hereinafter referred to as the "**OWNERS No. 2**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) through power of attorney holder :

AASTHA REALTORS KARANJGAON through its partner and duly authorized signatory Mr. Chandrrashekhar Murlidhar Sherrude, Age 51 years, Occupation Business & Agriculture

.. OF THE ONE PART

AND

Mr./Mrs M/s. _____, Age ____ years, PAN : _____,
Mr./Mrs. M/s. _____, Age ____ years, PAN : _____,
residing at _____ and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS all that piece and parcel of lands being (a), (b) and (c) hereunder stand in name of and belong to the Owners abovenamed

- (a) all that piece and parcel of property bearing S. No. 71/2 admeasuring 02 Hectares 92 Ares, situated at Village Karanjgaon Kamshet, Taluka Maval Pune City, District Pune hereinafter referred to as **Property No. 1.**
- (b) all that piece and parcel of property bearing S. No. 80/1 admeasuring 01 Hectare 47 Ares, situated at Village Karanjgaon Kamshet, Taluka Maval Pune City, District Pune hereinafter referred to as **Property No. 2.**
- (c) all that piece and parcel of property bearing S. No. 79/2 admeasuring 00 Hectare and 4.59 Ares, situated at Village Karanjgaon Kamshet, Taluka Maval Pune City, District Pune hereinafter referred to as **Property No. 3.**

and which Property No. 1, said Property No. 2 and said Property No. 3 wherever applicable in context shall individually be referred to as the “said Property No. 1, said Property No. 2 and said Property No. 3 respectively and collectively referred to as the “said **Project Land**” is more particularly described in the Schedule I hereunder.

AND WHEREAS the Owners No.1 abovenamed has purchased and acquired the **Property No.1** from the erstwhile owners Shri. Madhusudan Bhaskar Karve and 17 others vide a Sale Deed dated 13/12/2013 duly registered at the Office of the Sub Registrar Maval at Serial No. **8438/2013** and said entry has been mutated on the revenue record vide Mutation Entry No. 582 dated 23/09/2014.

AND WHEREAS the Owners No. 1 abovenamed has purchased and acquired the **Property No. 2** from the erstwhile owners Aastha Realtors through Shri. Chandrashekhkar Muralidhar Shirude through his Power of Attorney holder Shri. Shirish Kundan Dangi vide a Sale Deed dated 20/10/2014 duly registered in the Office of the Sub Registrar Lonavala

at Serial No. **3549/2014** and said entry has been mutated on revenue record vide

Mutation Entry No. 587 dated 01/11/2014.

AND WHEREAS the Owners No. 1 have acquired rights and interest in the Property No. 3 from the Owners No. 2 abovenamed vide Agreement of Sale (Tabe Sathekhat) and Power of Attorney both dated 15/01/2016 duly registered at the Office of Joint Sub Registrar Lonavala (LVL) at Serial No. 180/2016 and 181/2016 respectively. The said Property No. 3 has been acquired by the owners to provide access perpetually to the said Property No 1 and Property No. 2.

AND WHEREAS the Owners abovenamed have entered into joint development of the said project land with the Promoters abovenamed vide an Articles of Agreement For Joint Development and Sale dated 05/07/2017 duly registered at the Office of Sub Registrar Lonavala at Serial No. 2559/2017 alongwith corresponding Power of Attorney dated 05/07/2017 duly registered at the Office of the Sub-Registrar Lonavala at Serial No. 2560/2017.

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

AND WHEREAS the Owners/Promoters herein intend to develop on the said project

land the project to be named and styled as _____ which project is hereafter referred to as the "said Project" / Said Complex".

AND WHEREAS accordingly a layout of the said Project land comprising of smaller

plots bearing Nos. _____ for residential use, with internal roads, amenity space and open space has been approved from the Pune Metropolitan Regional Development Authority (PMRDA) vide its letter No. DP/BMA/Mauje Karanjgaon/S.R.

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1703/S. No. 80/1/16-17 dated 15/02/2017. Each plot therein accessible by /
through

common internal roads of the layout and serviced by amenities and facilities in accordance with the recitals herein enumerated;

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide its order bearing No. Maval/NA/SR/30/2017 dated 31/10/2017, permitted non-agricultural use of the said land for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Owners/Promoters are in the process of registering as an ongoing project under the provisions of the Act with the Real Estate Regulatory Authority at

_____ no _____; authenticated copy is attached in Annexure "F";

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

AND WHEREAS by virtue of the definitive documents the Owners/Promoters alone have the sole and exclusive right to sell the sub-plots in the said sanctioned layout to be developed by the Owners/Promoters on the said project land and to enter into Agreement/s with the allottee(s) of such plots to receive the sale price/ lease rent in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said "Misty Winds 1" and the plotted layout plans prepared by the Owners/Promoters' Architects Messrs

_____ and duly sanctioned 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 Allottee hereby acknowledges that,

- i. the Promoters have disclosed that all the necessary information at the time of booking by letter of allotment as well as by display at the site;
- ii. The Promoters have disclosed all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Plot has been disclosed in clause (9) hereunder as well as the date of delivery of possession of the amenities detailed in Annexure E hereunder and the facilities and common areas has been detailed in Schedule II.

is there any restriction or limitation as regards height or FSI The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are to be inserted.

AND WHEREAS the Promoters herein hold the rights of development of the said project Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoters are set out / disclosed in the Certificate of Title dated

_____ issued by the Promoter's Advocates', _____, a copy whereof is annexed hereto as Annexure "A";

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the Plot is situate have been annexed hereto and marked as Annexure "B";

AND WHEREAS the authenticated copies of the sanctioned plans of the Plotted Layout as approved by the concerned Local Authority i.e. PMRDA have been annexed hereto and marked Annexure "C";

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AND WHEREAS the authenticated copies of the layout plan earmarking /identifying the Plot agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure "D";

AND WHEREAS the Allottees accordingly being desirous of acquiring an independent sub Plot in the said project “___name of project_” has/ have applied to the Promoters for allotment to the Allottee/s one Plot bearing No. _____, area admeasuring _____ sq. mtrs., i.e. _____ sq. ft., out of the sanctioned layout of the said

project land described in the Schedule I hereunder along with the right to use common amenities, facilities like Club House, Swimming Pool, Gym, Multipurpose Hall, Party Lawn, Indoor Sports facility/ies, Outdoor Sports Area and facility, internal roads, Service connections, utilities and benefits, in the said project to be developed on the said project land and which said Plot together with all appurtenances is hereinafter referred to as the “**said Plot**” and more particularly described in the Schedule A hereunder written at or for the consideration of Rs. _____/- (Rupees only) and the Allottee/s has/have agreed to acquire all the rights, title and interest of the Promoters to the said Plot in the said Project land free from all encumbrances and/or defects in title at or for the consideration as shown herein below which offer being fair market value the Promoters have accepted and agreed to sell the said Plot to the Allottees and/or his/her/their nominees/assigns on the terms and conditions enumerated hereinbelow :

The Allottee has in terms of the arrangement agreed to pay to the Developer an additional amount of Rs. _____ towards/against the Development charges for the amenities / facilities as enumerated herein.

AND WHEREAS the Promoters have agreed to allot the said Plot comprised in the said “name of project” on terms equivalent to what is popularly known as “Ownership Basis” with a view ultimately that the Allottees of all the various plots comprised in the said project “name of project” shall become members of the Association of Allottees such as Society/ Condominium / Limited Company etc.

AND WHEREAS the Allottees being desirous of acquiring by allotment from the Promoters to the said Plot and which the said Plot is more particularly described in the Schedule A hereunder written on the terms and conditions hereinafter appearing with the intent to develop the said Plot in consonance with the said “name of project” The Allottees have agreed with the Promoters to abide by such covenants, stipulations and restrictions, so as to bind the said Plot and the covenants, stipulations and restrictions which are intended to be imposed as hereinafter provided and which are intended to be annexed to the ownership of the said Plot hereby intended to be allotted and/or run with the said Plot for the more beneficial enjoyment of the “said Complex”. (_____)

AND WHEREAS the Allottees has/have seen the proposed layout plans of the said Project land “_____” of which the said Plot forms a part and the terms and conditions stipulated and/or to be stipulated by the Promoters for the more beneficial use and enjoyment of the “said Complex” (_____)” as a whole and/or otherwise and the Allottees has/have agreed to acquire /accept the allotment of the said Plot and the Allottees shall not be entitled to raise any objection with regard thereto and the Allottees shall observe and perform such terms and conditions in respect thereof as are to be observed by the Allottees by him/her/them as holder/s of the said Plot and/or otherwise also in respect of the “said Complex”.

AND WHEREAS the Promoters/Owners shall implement the development of the said Plot and the said project land in accordance with the sanctioned/ layout plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in Annexure E written hereunder (the said “SPECIFICATIONS” for short).

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project land and the said Plot and the ownership of the said Plot shall always be subject to the same and the Allottees have agreed with the Promoters to abide by such covenants,

stipulations and restrictions, so as to bind the said Plot with the covenants, stipulations and restrictions which are intended to be imposed as hereinafter provided and which are intended to be annexed to the ownership of the said Plot hereby intended to be allotted and/or run with the said Plot for the more beneficial enjoyment of the “_____NAME OF PROJECT_____”.

AND WHEREAS the Promoters have commenced development of the said project land in accordance with the said sanctioned layout plans.

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

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

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

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

1.

1(a) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters sell / allot / lease to the Allottees, the Plot No. _____ admeasuring _____ sq. mtrs. hereinafter referred to as the said Plot more particularly described in the Schedule A (the construction thereon to be implemented by the Allottees themselves on the terms and conditions herein contained) at or for the consideration of Rs. _____/- together with the right to all easement and benefits appertaining to the said plot and necessary for the use and enjoyment thereof comprised in the “said Complex” which is known as “_____” at or for the consideration of Rs. _____/- including Rs. _____/- being the proportionate development charges of the common and limited areas and facilities in the said project to be developed by the Promoters, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II annexed herewith

1(b) The “said Complex” which is known as “_____” is duly sanctioned in terms of Maharashtra Regional Town Planning Act (MRTP), 1966 as hereinabove stated and in accordance with a general scheme applicable to the entire complex and is laid out in the mode and all roads and common areas etc. shall be constructed as far as possible on the lines and in the directions and/or of the widths shown upon the said plan and in accordance with statutory rules in this behalf. Without materially and substantially adversely or prejudicially effecting the said Plot agreed to be allotted to the Allottee/s, the Owners/Promoters shall be however entitled to make any variations, alterations or amendments in the said plans or specifications of the “said Complex” in any manner whatsoever along with the rights, privileges benefits of easements by way of right of way and access, to draw lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the

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more beneficial use and enjoyment of the said Plot in the said complex.

However any change or

alternation to the size, dimension or location of the said Plot shall only be done with prior written consent of the Allottee/s

- 1(c) It is reiterated and agreed by and between the parties hereto that without materially and substantially adversely or prejudicially effecting the said plot agreed to be allotted to the Allottees , the Owners/Promoters shall be however entitled to make any variations, alterations or amendments in the said plans or specifications of the “said Complex” in any manner whatsoever including amalgamation, subdivision, granting of any rights, privileges benefits of easements by way of right of way and access, to draw lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the said (project) or any part/s thereof and/or of the plot contiguous or adjoining or in the vicinity of the “said Complex” plot or if desired by the Promoters or if required to be made for the purpose of meeting any requisition, objection or requirement of the any statutory body or authority. The Allottees shall not object to the aforesaid and hereby grant/s irrevocable consent to the same.
- 1(d) In so far any common amenities and/or services that may be provided for the benefit of all the plot holders/ Allottee/s is/are concerned, the Allottee/s shall not do or cause to be done any act deed, matter or thing whatsoever which shall interfere affect or obstruct the similar rights of the Promoters and/or the Allottee/s of the other plots. The Allottee/s hereby undertake/s that all such rights of enjoyment of amenities and services of a common nature as aforesaid shall be enjoyed by him/her/them/it in an equitable manner and in common with the holders or occupiers of the other plots and all such rights hereby so conferred upon the Allottee/s shall, be subject to and conditioned upon his/her/them/it duly deserving and performing all such terms and conditions stipulated and /or to be stipulated as aforementioned.

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

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

(i) A sum of Rs. _____/- on or before the execution hereof vide

[the receipt of which the Promoters acknowledge, release, discharge and acquit the Allottee/s therefrom].

(ii) A sum of Rs. _____/- (Rupees _____ only) to be paid by the Allottee/s to the Promoters upon the (whatever terms are agreed by parties) on or before _____(date)

(iii) A sum of Rs. _____/- (Rupees _____ only) to be paid by the Allottee/s to the Promoters upon the (whatever terms are agreed by parties) on or before _____(date)

(iv) The balance consideration being a sum of Rs. _____/- on the execution of final deed of conveyance of the said Plot.

****As the agreed sale price of the said Plot is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.

- 1(f) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

The Owners/Promoters and the Allottees are aware of the Goods and Services Tax levied by the Central and State Governments. The CGST AND SGST levied as on date is 12% (18% inclusive of land cost which effectively is 12% after giving deduction of 33% for land cost). The Promoters is eligible to get a seamless credit of all inputs goods and services as per the current rules. The Owners/Promoters and the Allottees have agreed that the Promoters will bear the entire GST levied as per the current rates on the above agreement after availing the input credits on all goods and services as per law.

Any increase in the GST levy will be recovered at actuals from the Allottees. NOTE : Verify with CA regarding applicability.

- 1(g) AND Provided further that at the time of handing over the possession of the Plot , if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.

- 1(h) The Promoters may in their sole discretion allow, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
- 1(i) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws / Rules and accordingly they have commenced the construction and development works of the common amenities. It is conveyed by the Promoters to the Allottee/s that the development work of the said project in which the said Plot is located is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of development stipulated hereinabove against each payment the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 9 hereunder in this Agreement is completely based upon the timely

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payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in

payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in development arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(j) The Total consideration above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the development and sale of the said Plot /the Project and shall be borne and paid by the Allottee/s /Promoters) up to the date of handing over the possession of the Plot.
- 1(k) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
2. The Allottee/s agree/s to acquire from the Promoters Plot No. _____ admeasuring _____ sq. ft. i.e. _____ sq. mtrs. and the Allottees shall at his own cost and responsibility construct thereupon as approved by the Promoters as described in Schedule _____ hereunder together with the right to all easement and benefits appertaining to the said plot and necessary for the use and enjoyment thereof (hereinafter wherever the context permits collectively referred to as "the said Plot") comprised in the "said

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Complex” in accordance with the plans and specifications to be sanctioned
by the local

authorities concerned. The said plot is described in Schedule A hereto and is shown verged red on the plan thereof and hereto annexed as Annexure G.

3. The entire scheme of development of the said complex to be developed by the Promoters in respect thereof is governed by the Common Building Scheme and is planned so as to have only one bungalow/ structure constructed on each of the plots comprised therein and in accordance therewith as per the arrangements inter-se between the parties hereto and the said (complex) shall be looked after and maintained by a common maintenance agency i.e. the Property Management Division of the Owners/Promoters and/or of the Association of Allottees / and / or any external agency appointed by Promoters as the case may be.

4.

4.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said layout plans.

4.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Plot to the Allottee. 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 contracted development by the Promoters.

5. The Promoters hereby declare that all potential in respect only of the individual plot allotted to the Allottee hereunder as may be availed under prevailing or future enactment shall be available for use of the Allottee only and the Promoters shall not claim any right or benefits therein & conversely shall not be liable for any change in the same. Reciprocally the Allottee shall not be entitled to claim any right or

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entitlement in respect of or with regard to any of the other beneficial rights or
entitlements either

contracted to the Allottees of the other sub-plots in the layout or as proposed to be dealt with by the Promoters at their sole discretion and option including but not limited to the rights of the Promoters to amalgamate /merge few of the plots of the layout as per requirement of any prospective allottee for construction and development of unit/bungalow /building/s thereon.

6. The Promoters hereby agree that they shall, before handing over possession of the said Plot to the Allottee/s and in any event before execution of a conveyance/assignment of lease of the a “Co-operative Housing Society Ltd/ a Limited Company/ legal entity” to be formed by the Promoters comprising of the Allottee/s of the smaller Plot of the layout in the said project land which may be a “Co-operative Housing Society Ltd/ a Limited Company/ legal entity” as the Promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottees) make full and true disclosure of the nature of his title to the said Plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the project land or any part or parts thereof and shall, as far as practicable, ensure that the said Plot is free from all encumbrances and that the Original Owner/ the Promoters have absolute, clear and marketable title to the same .

7.

7.1 The Allottee (without prejudice to the Promoters’ other rights and remedies for the Allottee’s default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

7.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (7.1) above, on the Allottee committing default in payment on due

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date of any amount due and payable by the Allottee to the Promoters
under this

Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:

- 7.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Plot to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Plot to such person and at such price as the Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the

agreed sale / purchase price of the said Plot (which shall stand forfeited) and to refund the balance without interest to the Allottee/s.

8. The common amenities, facilities like Club House, Swimming Pool, Gym, Multipurpose Hall, Party Lawn, Indoor Sports facility/ies, Outdoor Sports Area and facility, internal roads, Service connections, utilities and benefits to be provided by the Promoters in the said Project land where the said Plot is located at additional cost as contemplated herein are those that are set out in Annexure 'E' annexed hereto. TO BE CONFIRMED

9. The Promoters shall give possession of the Plot to the Allottee/s on or before

_____ day of _____ 20____. If the Promoters fail or neglect to give possession of the Plot to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Plot with interest at the same rate as may mentioned in the clause 7 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

- (i) non-availability of water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- (iv) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/plot/road NOC from Appropriate Authority the Owners/Promoters having complied with all requirements.
- (v) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Owners/Promoters to terminate this agreement under clause mentioned herein.

10. Procedure for taking possession –

- 10.1 The Owners/Promoters, upon completion of contracted development and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Plot, to the Allottee/s in terms of this Agreement to be duly taken within 15 days from the date of issue of such notice and the Owners/Promoters shall give possession of the Plot to the Allottee/s. The Owners/Promoters 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 Owners/Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Owners/Promoters or association of allottees, as the case may be.
- 10.2. The allottee shall at the time of receiving possession Allottee/s shall also execute the necessary indemnities and undertaking regarding overall maintenance of the Plot and the said project, payment of contributions to the Society/Limited Company/Legal Entity of Allottee/s, maintenance and upkeep of the common amenities, facilities and areas.
- 10.2 The Allottee undertake to preserve ambience, hygiene, efficient control and management of the Common Areas, amenities and Facilities, the

Owners/Promoters have framed guidelines, Rules and Regulation pertaining to the user of the Plots themselves and also pertaining to the Common Areas and Facilities and Limited/ Restricted Areas and Facilities of the said layout. Such Rules are in the form of a “User Manual” and shall be provided to the Allottees by the Owners/Promoters and shall be deemed to be part and parcel of these presents and shall bind the Allottee/s herein as if the same were contractual conditions agreed upon between the Owners/Promoters and the Allottee/s.

- 10.3 Failure of Allottee to take Possession of Plot : Upon receiving a written intimation from the Promoters at the time of possession of the said plot as per clause 10.1, the Allottee shall take possession of the Plot from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owners/Promoters shall give possession of the Plot to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 10.1 such Allottee shall without prejudice to the Owners/Promoters’ other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession .

11. The Allottee/s shall use the Plot or any part thereof or permit the same to be used only for purpose of residential only.

12. The said Plot is agreed to be sold subject to :

- 12.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the

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terms covenants stipulations and conditions contained in the Agreement/s relating
to the said Project Land.

- 12.2. Its present user as residential and/or other permissible users.
- 12.3. Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the said project land)Bungalow Complex in general and for the benefit of any class of holders of any Plot/s and other Plot/s as the case may be .
- 12.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.
- 12.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Owners/Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 12.6 Each plot will be allotted subject to liabilities and restrictions (if any) stated in the particulars affecting the same and subject also to and with the benefit of the general stipulations hereinafter set out so far as the same are applicable thereto and every deed shall contain a covenant by the Allottee/s with the Owners/Promoters so framed as to bind as far as may be the said plot allotted and the persons into whosoever hands it may come to observe and perform the

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said general stipulations PROVIDED nevertheless that as to any part of the “said Complex” not sold at this date or of which the allotment shall not be completed in

accordance with these conditions, the Owners/Promoters reserve the right to allot the same free from the said general stipulations and either in one or more lots and either subject to or free from any restrictions or stipulations as they shall think fit and as any part of the property (whether allotted at the present date or not) to release or vary all or any of the said general stipulations or any other stipulations or restrictions (if any) in respect of such plots with the consent of the present or any future Allottee/s of such part of the “said Complex”.

- 12.7 Any relevant and necessary covenants as may be stipulated by the Owners/Promoters for the more beneficial and optimum use and enjoyment of the “said Complex” in general and for the benefit of any class of holders of any plot/s and other premises, as the case may be, or any part thereof.
- 12.8 The covenants, stipulations and restriction which are intended to be imposed as hereinafter provided and which are intended to be annexed to the holding of the plot with the bungalow/structure constructed thereon hereby intended to be allotted and/or to run with the said plot for the more beneficial enjoyment of the “said Complex” of the Allottee/s and their assigns including the various plots forming part of the “said Complex” more particularly described in the Schedule I hereto and for the purpose of achieving the aforesaid objectives, it is necessary to subject all the plots to the covenants, stipulations and restrictions inter alia as hereinafter provided not to demand or ask for sub-divisions of the plot.
- 12.9 Each of the Allottee/s shall conduct himself / herself / themselves in such a manner so as to ensure equitable enjoyment of all the amenities by the holder/s of all plots now comprised or hereafter to comprise in the “said Complex” and for that purpose in particular to restrict the cost of maintenance as also with a view to restrict the movement of traffic to avoid any excessive nuisance and/or pollution;

- 12.10 Not to burden the said plot by allowing or permitting any owner, or occupier of any adjoining land or property outside the “said Complex” to utilize any portion of the plot hereby agreed to be allotted to be used as a means of access or otherwise to have any right of way over the same for the benefit of such owner or occupation of any adjoining or other land or property falling outside the “said Complex” so as to ensure that all the internal roads are used only by the holders and/or occupiers of the plots forming part of the “said Complex”;
- 12.11 Save and except unless specifically permitted by the Promoters in writing not to construct any building or structures having more than one unit or otherwise for the purpose of allotting the same on what is known as “Ownership Basis” or otherwise howsoever allowing the use of such units on a permanent or receiving basis creating right said equivalent to the rights created under the sale of premises on ownership basis so as to ensure less density of population on the plots forming part of the “said Complex” and also to maintain the character of the entire falling within the “said Complex”;
- 12.12 To ensure proper drainage of rain water and other water used for the purpose of gardening by maintaining each of the plots in a proper manner so as to prevent any rain water or water used for gardening or otherwise on such plot to flood or sub-merge any of the adjoining or surrounding sub-plots or to cause any stagnant pools being created which would be a breeding ground for mosquitoes flies or other insects.
- 12.13 Each Allottee providing for himself/themselves sufficient parking space/s inside their own plot.
- 12.14 At all times to allow and/or permit access to the plot hereby agreed to be allotted for the purpose of carrying out all acts, deeds, matters and things, as may

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be required to be done and/or executed either on the said plot hereby agreed to
be

allotted and/or any adjoining plot or plots comprised in the “said Complex” to carry out any works in accordance with the objectives hereinbefore set out.

12.15 For the aforesaid purpose and all purposes of land incidental thereto and/or for the more beneficial and optimum, use and enjoyment of the remaining portion of the “said Complex”, the Owners/Promoters shall be entitled to grant, over, upon or in respect of any portion/s of the said complex all such right, benefits, privileges, easement etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the “said Complex” and/or any part/s thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the “said Complex” and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Owners/Promoters.

13. **AND IT IS HEREBY AGREED AND DECLARED** that the covenants of the Allottee/s will run with the land so as to cause planned and restricted development of the “said Complex”.

14. It being made expressly clear that the ultimate transfer deed/s in respect of the “said Complex” shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the “said Complex” and shall be binding upon all the persons who are the holders of their respective Plots /Premises in the “said Complex” as the Owners/Promoters may reasonably be required for giving affect to and/or enforcing the said restrictions covenants and stipulations.

15 The Allottee along with other allottee(s) of Plot s in the said project land shall join in forming and registering the Society/ Limited Company / Legal entity to be known by such name as the Owners/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other

papers and documents necessary for the formation and the registration of the , Society or Limited Company and for becoming a member, including the bye-laws of the proposed r Society/ Ltd Company / legal entity and duly fill in, sign and return to the within seven days of the same being forwarded by the Owners/Promoters to the Allottee, so as to enable the Owners/Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, 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, as the case may be, or any other Competent Authority.

16. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity comprising of either a Co-operative Housing Society or a Company or any other legal entity of allottees of the said project land submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Plot Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in the project land, have purchased the Plots.

17. The Promoters shall convey the said Plot together with proportionate indivisible share in the common facilities and all the right, title and interest of the Promoters and other parties in the said Plot in the _____project referred within three months from the date all the allottees in such plots have paid full consideration to the Promoters in favour of the said Co-operative Housing Society/Limited Company/ Legal Entity.

18. The Allottee/s hereby agree/s that in the event of any amount by way of service tax, VAT, GST or any other government levy presently prevailing or enacted in the future and all other premium or deposit to the government or betterment charges,

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N.A. charges or development charges or fees or any other amounts or charges or taxes payable to anybody or authority for grant of any permission/NOC, license or connection

or installation of any services or any other tax or statutory liability or payment of a similar nature being demanded from the Owners/Promoters or payment due and payable towards the premium payable for the insurance of the project, the same shall be shared/paid/reimbursed by the Allottee/s to the Owners/Promoters in proportion to the area of the said Plot agreed to be acquired by the Allottee/s.

19. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Plot in terms of the contract is ready, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Plot) of outgoings in respect of the said Project Land namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land. Until the, Society or Limited Company is formed and the said project land and the sub plots in the layout of the project land are transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs.

_____/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the said Plot is executed in favour of the, Society or a limited company as aforesaid. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

20. The Promoters reserve their right :

- a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
- b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
- c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

21 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Owners/Promoters, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Condominium, Society or Limited Company/Apex body.
- (ii) Rs. _____/- for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Condominium, Society or Limited Company/Apex body
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of the, Society or Limited Company/Apex body.
- (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout.
- (vii) Rs. _____/- for /towards development/infrastructure charges.

(*strike of which is not applicable)

22. The Allottee shall pay to the Owners/Promoters a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owners/Promoters in connection with formation of the said, Society, or Limited Company, or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

23. At the time of registration of conveyance or Lease of said Plot together with proportionate indivisible share in the Common facilities and all the right, title and interest of the Owners/Promoters and other parties in the said Plot in the project referred the Allottee shall pay to the Owners/Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the said Plot .

24. Amenity Space (if any) in the layout shall solely belong to the Owners/Promoters and the Owners/Promoters in their discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Owners/Promoters may give the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monitory Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the said Society/ Limited Company of Plot Holders/ Apex Body shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Owners/Promoters at their discretion, subject to liability of payment of contribution towards maintenance thereof.

25.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. The Promoters have stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and Project Land 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 and Project Land shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land and common areas;

- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owners/Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Owners/Promoters confirm that the Owners/Promoters are not restricted in any manner whatsoever from selling the said Plot /Plot to the Allottee in the manner contemplated in this Agreement;
- ix. The Owners/Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities upto the date possession of the said plot ;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Owners/Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Plot and/or construction thereon at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Plot is taken and shall not do or suffer to be done anything in or to said Plot or the common amenities which may be against the rules, regulations or bye-laws.
- ii. Not to subdivide his/her/their said Plot in any manner so as to cause division thereof either by metes and bounds and otherwise howsoever so as to maintain the integrity of his/her/their said Plot and not to sub-let the said Plot or any part thereof.
- iii. Within the permissible parameters to utilize his/her/their said Plot and the construction thereon by the Allottees thereon for residential purposes only and for the permitted purposes aforesaid to construct on his/her/their said Plot providing for (i) adequate open space as required so as to maintain the aesthetic value of the "said Complex" (ii) a septic tank and soak pit on his/her/their said Plot (iii) provision for adequate parking space as per their requirement, (iv) provision for rain Water Harvesting to be done by each plot holder in his own plot. (v) proper drainage of rain water and water used for other purposes.
- iv. At his/her/ their costs and expenses to maintain his/her/their said Plot and/or the appurtenances thereto in properly hygienic sanitary repair and conditions and not to cause flooding and/or submerging of his/her/their said Plot and/or neighboring Plot.
- v. To use the common amenities and facilities which may be provided, in such a manner so as to ensure equitable use and enjoyment whereof by the Allottee/s of the plots now comprised or hereafter comprised in the "said Complex" and for that purpose in particular to restrict and/or control the usage of water to the barest minimum, and/or to restrict the flow of

traffic and the usage of the internal roads both with a view to restrict the cost of maintenance also with a view to restrict the movement of traffic to avoid any excessive nuisance and/or pollution.

- vi. To pay all dues relating to the said Plot and construction thereon of, to the Government, Local Municipal Body or any other local body or authority regularly from time to time and also to contribute such amount as may be required to be contributed by the Allottee/s, or occupier of each of the plot as also of the construction thereon so as to ensure proper carrying out of and execution of all the works and/or acts, deeds, matter and things as may be required to be done and/or executed and/or carried out and/or strictly in accordance with the sanctioned plans and the objectives hereinbefore set out.
- vii. That the Allottee and/or his nominees/ assigns shall at all/any time have right in common with the other plot holders of the said land and the Allottees of the adjoining plot holders/ owners for ingress and egress to the said Plot via the common internal roads.
- viii. To ensure that The Allottee/s shall not encroach on the adjoining plot at the time of the commencement of the construction on the Allottee's plot and he shall confirm the boundary with the concerned neighbour, Owners/Promoters and/or the ultimate body. In the event of any encroachment whatsoever the Allottees shall be liable to demolish the structure constructed by him at his own cost & shall be responsible for all consequences thereof.
- ix. Not to connect the drainage lines of their said plot to the storm water lines of the said project.

- x. The Allottee who shall construct a Row House/Twin bungalows/ bungalows, shall finish the common side of wall properly with plaster and water proofing and paint the same properly. The adjoining plot Allottee, who builds subsequently constructs shall ensure that the adjoining existing structure does not get damaged in any manner whatsoever. If any damage/ loss occurs to the adjoining structure, the compound wall or the electrical lines etc. will be the responsible to rectify / replace the same at his own cost immediately. Similarly the Allottee shall ensure that no damage shall be affected to any common areas/amenities of the said project. He is made aware that he shall be responsible for the same.
- xi. To ensure that no construction material of any plot holder shall be stored/ stocked in the common areas or in the adjoining properties/plots. The Allottee shall store/stock any construction material equipment on the said Plot.
- xii. To ensure that no damage is done to the Trees/ Plants, water sources, lights, gate, recreational/ sports facilities, roads etc. in the event of any losses or damage thereto the concerned plot Allottee shall be responsible for the cost thereof.
- xiii. That the Allottee and/or his nominees/ assigns shall at all/any time have right in common with the other plot holders of the said project land to use and share the common facilities and benefits of the said project land and bear and pay his/ her / their proportionate share in the upkeep and maintenance thereof as applicable. The Owners i.e. First Party and the Second Party and the later the Association of Allottees formed for the said project land shall decide the quantum of the maintenance charges of the common amenities which shall be borne by the Allottee/s of the plots without delay and demur.

- xiv. To observe and perform all the terms, covenants conditions stipulated and/or to be stipulated from time to time by the Owners/Promoters and to conduct himself/herself/themselves in such a manner to ensure equitable use and enjoyment of the said amenities, facilities and services by the holders for the time being of all the various plots comprised in the “said Complex” and/or other lands of the Owners/Promoters abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Owners/Promoters and/or their nominee/s and not to do any act of omission or commission which shall in any manner affect or prejudice or obstruct directly or remotely the similar use and enjoyment of such amenities, facilities and services by any of the holder/s for the time being of the other property /properties comprised in the “said Complex” and/or other land/s abutting in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Owners/Promoters and or their nominee/s.
- xv. Not to utilize common internal roads, common areas etc. for any kind of parking or dumping purpose which may or may not create obstruction to other Plot Allottee/s.
- xvi. Not to store in the said Plot and/or construction thereon any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority
- xvii. Not to park any vehicles on the common Roads or Footpaths.
- xviii. No heavy vehicles allowed on the common footpath.
- xix. Not to use the said Plot comprised therein or not to permit the same to be used for any purposes which may or is likely to cause nuisance or

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annoyance to occupiers of the neighboring properties nor for any illegal or
immoral purposes.

- xx. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot/ construction outside its compound on any portion of the said Project Complex. Not to demand partition of his/her/their interest in the said Plot, it being hereby agreed and declared by the Allottee/s that his/her/their interest in the Plot is impartable.
- xxi. Pay to the Owners/Promoters within fifteen days of demand by the Owners/Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the layout in which the Plot is situated. Such deposits will lie with the Owners/Promoters interest free for the utilization of above purposes.
- xxii. Save as hereinafter provided not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Allottee/s to the Owners / Promoters under this Agreement are fully paid up and only if the Allottee/s has /have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and if the Allottee/s has/have given prior intimation in writing to the Promoters and obtained consent in written of the Promoters in that behalf, the Allottee/s shall be entitled to assign the benefit of this Agreement subject to the terms and conditions contained herein.
- xxiii. To duly and promptly pay, bear, discharge and contribute all the amounts that are or may be stipulated by the Owners/Promoters to be payable by him/her/them from time to time. In the event of the Allottee/s committing any default in payment of the amount payable by him/her/them as aforesaid or as and when demanded by the Owners/Promoters or when the same falls due, the same shall constitute and/or deem to constitute a

charge on the said Plot and without prejudice to the aforesaid, the Owners / Promoters be entitled to prevent the Allottee/s from using and/or enjoying in any manner whatsoever all or any of the said common facilities and/or amenities.

- xxiv. At all times to allow and/or permit access to the said Plot hereby granted for the purpose of carrying all acts, deeds, matters and things as may be required to be done and/or executed either on the plot and/or any adjoining property comprised in the “said Complex” and/or other lands abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Owners/Promoters and/or to carry out and/or in accordance with the objectives hereinbefore set out.
- xxv. Without prejudice to the aforesaid the Allottee/s hereby agree/s to indemnify and keep indemnified the Owners/Promoters and all person claiming under or through his/her/their holder of the plots comprised in the “said Complex” and/or other lands abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding of the Owners/Promoters and/or their nominees against all claims, demands, actions, proceeding, losses damages or cost, charges and expenses which may be made or taken against or suffered by the Owners/Promoters etc. as aforesaid by reason of any act or omission or commission on the part of the Allottee/s in breach of the provisions contained in these presents and/or the obligations and undertaken by his/her/their in respect of the Plot/s belonging to the Allottee/s
- xxvi. The Allottee/s is/are aware that Pune Metropolitan Regional Development Authority /local authority /the local body /the concerned government authority is / may not be able to supply adequate water throughout the year. In that case until the conveyance the Owners/Promoters shall

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help the Allottee/s for providing required quantity of water by
purchasing the

same from the market as per availability. All costs therefor shall be borne by the Allottee/s and the Association of Allottees when formed and the owners of the land /the Promoters shall not be liable to bear the costs thereof. In this respect the role of the Owners/Promoters shall be of giving required help and making adequate arrangement.

xxvii. 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 common project and the Plot s 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 shall also observe and perform all the stipulations and conditions laid down by the /Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Plot in the said Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xxviii. the Allottee/s shall permit the Owners/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot to repair any common utilities running through the said Plot.

23. The Allottee/s declare that he/she/they shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining plots of the Owners/Promoters for development or other purposes and a declaration that the access and use of light and air to and for the said Plot acquired by the Allottee/s and to and for any structure erection or building for the time being erected

and standing thereon from and over the neighboring or adjoining premises of the Owners/Promoters is enjoyed under the express consent of the Owners/Promoters.

24. Any delay or indulgence by the Owners/Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Owners/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Owners/Promoters.

25. The Allottee/s hereby irrevocably consent/s and authorize/s the Owners/Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal/ Local Authorities and decisions taken by the Owners/Promoters in this regard shall be binding on the Allottee/s. The Owners/Promoters may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Owners/Promoters on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

26. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of 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, except in case of default of the Allottee/s in which event the Promoters will be at liberty to appropriate/adjust moneys held on one account with money due on another accounts.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of any common areas of the said Project land save and except the said plot, The Allottee shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces and common areas and facilities, recreation spaces, will remain the property of the Owners/Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

28. OWNERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :
After the Owners/Promoters execute this Agreement he shall not mortgage or create a charge on the Plot 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 Plot.

29. BINDING EFFECT :

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

30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owners/Promoters, then the Owners/Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

30. ENTIRE AGREEMENT :

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

31. RIGHT TO AMEND :

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

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

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

33. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Plot bears to the total area of all the Plots in the Project.

35. 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.

36. PLACE OF EXECUTION :

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

37. The Allottee and/or Owners/Promoters 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 Owners/Promoters will attend such office and admit execution thereof.

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

Name of Allottee
(Allottees' Address)

Notified Email ID : _____

M/s _____ Promoters name

(Promoters' Address)

Notified Email ID: _____

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

39. JOINT ALLOTTEES :

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

40. GOVERNING LAW :

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

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

41. STAMP DUTY:

41.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

41.2 Stamp duty amounting to Rs. _____/- is affixed hereto on the document value which is more than the market value /market value of the said Plot as fixed by the Office of the Registrar of Assurances, Pune.

THE SCHEDULE I ABOVE REFERRED TO :

ALL THAT PIECE AND PARCEL OF LAND bearing

New Survey No. Ares	Old Survey No.	Area Hectare- Ares	Total area Hectare-
71/2	224/2	02 - 92 (including 59 Ares Potkharaba)	02 - 92 (including 59 Ares Potkharaba)
80/1	226/1	01 - 47 (including 21 Ares Potkharaba)	04 - 42 (including 63 Ares Potkharaba)
79/2	223/2	00 - 04.59	00 - 49

all lying and situated at Village Karanjgaon, Taluka Maval, District Pune which are bounded as under :
ON OR TOWARDS THE :

New Survey No. 71/2, Old Survey No. 224/2, totally admeasuring 02 Hectares 92

Ares :

NORTH : Survey No.79 and Survey No. 71/1
SOUTH : Survey No.71/3 and Survey No.71/5
EAST : Survey No.70
WEST : Survey No.75 and Survey No. 76

New Survey No. 80/1, Old Survey No. 226/1, admeasuring 01 Hectare 47 Ares :

NORTH : New Survey No./Gat No. 80/1 Part, Old Survey No. 226/1 Part and after
that boundary of Brahmanwadi
SOUTH : New Survey No./ Gat No. 70, Old Survey No. 225
EAST : New Survey No./ Gat No.81, Old Survey No. 227
WEST : New Survey No./ Gat No.79, Old Survey No. 233

New Survey No. 79/2, Old Survey No. 223/2 admeasuring 00 Hectare 04.59 Ares :

NORTH : Survey No. 80
SOUTH : Survey No. 71
EAST : Survey No. 80
WEST : Part of Survey No. 79/2

THE SCHEDULE II ABOVE REFERRED TO :

Here set out the nature, extent and description of common areas and facilities.

SCHEDULE 'A'

(SAID PLOT OUT OF THE LAYOUT OF SAID PROJECT LAND HEREINABOVE)

(PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL
FOUR DIRECTIONS)

ALL THAT PIECE AND PARCEL OF PLOT bearing No. _____, area _____ sq.
mtrs., i.e. _____ sq. ft. in the "said Complex" situate at Project land described
hereinabove.

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

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

PROMOTERS

SIGNED SEALED AND DELIVERED
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.

ANNEXURE A

Name of the Attorney at Law/Advocate,

Address :
Date :
No. :
RE. :

Title Report
Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated _____ day of _____ 20_____

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Owners/Promoters to the said Project Land).

ANNEXURE C

(Authenticated copies of the plans of the Plotted Layout as approved by the concerned Local Authority)

ANNEXURE D

(Authenticated copies of the layout plan earmarking /identifying the Plot agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority)

ANNEXURE D

(Authenticated copies of the layout plan and plans of the bungalow as proposed by the concerned _____ local _____ authority)

ANNEXURE E

(Specification and amenities for the Plot),

ANNEXURE F

(Authenticated copy of the Registration Certificate of the Project granted by the Real

Estate Regulatory Authority)

RECEIPT

Received of and from the Allottee above named the sum of Rs. _____/-
(Rupees _____only) on execution of this agreement
towards Earnest Money Deposit or application fee.

We/I say received.

The Promoters.