

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Pune on this ____th day of _____ in the year 2018.

BETWEEN

NEETI SHELTERS LLP

PAN: AAMFN4827E

A registered Partnership firm having its
Office at: CTS No. 770/5, Alankar Apartment,
7th Lane, Bhandarkar Road, Pune 411004

Through its Partners

1) MR. SWANAND SHRIPAD DESHPANDE

Age : 39 years, Occupation : Business,
R/at: C/601, Vaidahi Residency, MIT College Road,
Kothrud, Pune 411038.

2) MR. SAURABH SHRIPAD DESHPANDE

Age - 35 years, Occupation - Business,
R/at: C – 601, Vaidahi Residency, MIT College Road,
Kothrud, Pune 411038.

3) MR. RANJITSINHA DHANAJIRAO THORAT

Age - 29 years, Occupation - Business,
R/at: C-6, Classic Garden Society, Katraj, Pune 411046.

HEREINAFTER CALLED AS "**PROMOTERS/ DEVELOPERS**" (Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, partners, administrators and assigns) **PARTY OF THE FIRST PART**

AND

1) -----
Age: ----- Yrs., Occupation: - -----
PAN :

2) -----
Age: ----- Yrs., Occupation: - -----
PAN :
Both R/at: -----
-----,

Hereinafter referred to as "**THE APARTMENT PURCHASER/S/ALLOTTEE/S**" (Which expression unless repugnant to the context or meaning thereof shall mean and include himself, their successor, heirs, executors, administrators and assigns) ... **PARTY OF THE SECOND PART**

AND

- 1) MR. NAVNATH MARUTI KAVADE**
Age : 36 Years, Occupation : Service,
- 2) SWATI NAVNATH KAVADE**
Age : 35 Years, Occupation : Housewife
- 3) TANISHKA NAVNATH KAVADE**
Age : 12 Years, Occupation: Education,
- 4) KARTIK NAVNATH KAVADE**
Age: 09 Years, Occupation: Education
No. 3 and 4 through their Natural Guardian Father
NAVNATH MARUTI KAVADE
- 5) SOMNATH MARUTI KAVADE**
Age: 35 Years, Occupation : Business
- 6) SANDHYA SOMNATH KAVADE**
Age: 29 Years, Occupation: Housewife
- 7) KARTIKI SOMNATH KAVADE**
Age: 09 Years, Occupation: Education,
- 8) AVADHOOT SOMNATH KAVADE**
Age: 06 Years, Occupation : Education,
No. 7 and 8 through their Natural Guardian Father
SOMNATH MARUTI KAVADE
- 9) SMT. TARABAI MARUTI KAVADE**
Age: 54 Years, Occupation: Housewife
All R/at: Near Marunji Bus Stop, Taluka Mulshi,
District Pune 411057.
- 10) SIMA ASHOK BHEGADE**
Age: 41 Years, Occupation: Housewife
R/at: Kundmala, Shelarwadi, Dehuroad, Pune 412101
- 11) BHIMA SUBHASH JADHAV**
Age : 39 Years, Occupation : Housewife
R/at: Nere, Patil Vasti, Tal. Mulshi, Dist. Pune 411057.
Through their Power of Attorney Holder
- 1) MR. SWANAND SHRIPAD DESHPANDE**
Age: 39 Years, Occupation: Business,
R/at: C – 601, Vaidahi Residency, MIT College Road,
Kothrud, Pune 411038.

2) MR. SAURABH SHRIPAD DESHPANDE,

Age - 35 Years, Occupation - Business,

R/at: C – 601, Vaidahi Residency, MIT College Road,
Kothrud, Pune 411038

3) MR. RANJITSINHA DHANAJIRAO THORAT,

Age - 29 Years, Occupation - Business,

R/at: C-6, Classic Garden Society, Katraj, Pune 411046

Hereinafter called as "**Owners/Consenting Party**" (Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, administrators, partners and assigns)**PARTY OF THE THIRD PART**

WHEREAS All those pieces and parcels of the lands situated at village Marunji, Tal. Mulshi, Dist. Pune, within the limits of the Registration District Pune, Sub-Registrar Mulshi, Pune and Zilla Parishad Pune, Panchayat Samiti Mulshi and Grampanchayat Marunji, Tal. Mulshi, Dist. Pune, bearing Survey No. 78/3/1 (old Survey No. 78/3A) total area admeasuring 2 H 57.20 R + Potkharaba 00 H 09 R out of the said area, area admeasuring 00 H 40 R i.e. 4000 sq. mtrs. assessed at Rs. 04 Ps. 70 Paisa and bounded as follows :

ON OR TOWARDS;

East	:	By Remaining area of said Land and Road
South	:	By Survey No. 78/7 the Property of Gorakh Kundalik Buchade
West	:	By Survey No. 78/3/1 the Property of Shankar Sahebroa Kawade
North	:	By Survey No. 78/6 the Property of Gorakh Kundalik Buchade

More particularly described in the **Schedule "I"** written hereunder hereinafter referred as "The Said Property / Said Land"

The said property mentioned in Para No.1 I is owned by 1) Navnath Maruti Kawade , (2) Swati Navnath Kawade (3) Tanishka Navnath Kawade (4) Kartik Navnath Kawade (5) Somnath Maruti Kawade, (6) Sandhya Somnath kawade (7) Kartiki Somnath Kawade (8) Avdhut Somnath Kawade (9) Tarabai Maruti Kawade (10) Seema Ashok Bhegade , (11) Bhima Subhash Jadhav and the name of by 1) Navnath Maruti Kawade , 2) Somnath Maruti Kawade, 3) Tarabai Maruti Kawade (4) Seema Ashok Bhegade , (5) Bhima Subhash Jadhav has been entered on revenue record of said property.

Thereafter owners namely 1) Navnath Maruti Kawade (2) Swati Navnath Kawade (3) Tanishka Navnath Kawade (4) Kartik Navnath Kawade (5) Somnath Maruti Kawade, (6) Sandhya Somnath kawade (7) Kartiki Somnath Kawade (8) Avdhut Somnath Kawade (9) Tarabai Maruti Kawade (10) Seema Ashok Bhegade (11) Bhima Subhash Jadhav have executed registered Development Agreement and Power of Attorney dated dated 19/12/2016 in favour of M/s. Neeti Shelters LLP a registered Partnership Firm through its Partners 1) Mr. Swanand Shripad Deshpande 2) Mr. Saurabh Shripad Deshpande and 3) Mr. Ranjitsinha Dhanajirao Thorat i.e. Developer/Promoter herein respect of property More particularly described in the **Schedule "I"** written hereunder which is registered in the Office of Sub-Registrar Mulshi No.2 vide Registration No.11780/2016 and 11783/2016 respectively.

That the Promoter M/s. Neeti Shelters LLP a registered Partnership Firm i.e. Developer/Promoter have prepared building plan in the name of owner i.e. Navnath Maruti Kavade and others on said property and got building plan sanctioned from the office of Pune Metropolitan Regional Development Authority, Pune vide BMU/Mou. Marunji/ S.No.78/3/1/Pra.Kra.1270/17-18 dated 20/11/2018 for the building plans and specifications in respect of the construction of a Building 'A' and 'B', on the said land.

That owners i.e. Navnath Maruti Kawade and others had filed an application before additional Collector, Pune, for granting permission to make use of said property for Non-Agricultural purpose i.e. for Residential. Accordingly additional Collector, Pune has granted permission under order No. vides No.NA/SR/116/2017 dated 22/01/2018.

As stated above the Promoter/Owner has got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said building/s.

The promoter hereby specifically informs the Allottees as follows:

- (i) Covenants affecting the said property: There are no covenants affecting the said property
- (ii) Impediments attached to the said property: There are no impediments attached to the said property.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property: There are no tenants in the said property.
- (iv) Details of illegal encroachment on the said property: There is no encroachment on the said property.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained: The NA permission has been obtained from the Revenue Authority and particulars thereof are stated hereinabove.
- (vi) Details of mortgage or lien or charge on the said property: There is no mortgage or lien or charge on the said property.

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 Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land **NEETI PRIVILEGE** in Buildings 'A' and 'B' having Basement parking floors, ground floor and 4 upper floors for Building 'A' and ground floor and 4 upper floors for Building 'B'.

AND WHEREAS the Allottee is offered an Apartment bearing **Apartment/Flat No. --- on the ----- Floor, (herein after referred to as the said "Apartment") in the said '---' building scheme known as "NEETI PRIVILEGE" (herein after referred to as the said "Building") being constructed** by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect Rohan Surve registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; the promoter shall have every right to change and appoint any new consultant as per his discretion and choice.

AND WHEREAS the Promoter has appointed a structural Engineer **Vijay Tulpule** 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/s. The promoter shall have every right to change and appoint any new consultant as per his discretion and choice.

AND WHEREAS, the Promoters have registered the project under the provisions of Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing Registration No. -----.

AND WHEREAS by virtue of 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 into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under; In addition to this the promoter has requested the Allottee to carry out independent search by appointing his own advocate and to raise or ask any queries regarding the marketable title, rights and authorities of the promoter. The Allottee accordingly has satisfied himself about the marketable title of the Promoter.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of 7/12 Extract 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 shown to Allottee annexed hereto and marked as Annexure.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Allottee has independently made himself/them self aware about the specifications provided by the promoter and he/they is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed.

AND WHEREAS the promoter has today explained to the Allottee the fixtures and various items to be used in the construction of the building and the apartment and workmanship of the project and the Allottee has been satisfied about the same.

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 obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the Allottee has agreed to purchase the said unit/Apartment based on going through all the conditions stated in the sanction plans by respective competent authorities and have further confirmed that, all such conditions shall be bound and abided by the Allottee strictly.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied for apartment in the said project **for Apartment/Flat No. ---- having carpet area of ----- sq. mtrs., Enclose balcony area ----- sq. mtrs. and Cupboard area admeasuring ----- sq. mtrs. together making a total area ____ sq. mtrs. Carpet situated on ----- Floor, in '---' Building Scheme known as "NEETI PRIVILEGE"** and along with exclusive right to use, (i) adjacent open terrace ____ sq. mtrs. Carpet and (ii) one covered car parking space No. ____ area ____ sq. mtrs. along with appurtenances thereto being constructed in the said project and pro rata share in the common areas as defined under clause N of section 2 of the said Act.

AND WHEREAS the carpet area of the said **Apartment/Flat No. ----- is ----- sq. mtr., Enclose balcony area ----- sq. mtrs. and Cupboard area admeasuring ----- sq. mtrs.** 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

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

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, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, 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 hereby agrees to purchase the Apartment.

AND WHEREAS the parties have gone through all the terms and conditions set out in this agreement and understood mutual rights and obligation detailed herein; the parties hereby confirmed that, they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

AND WHEREAS subject to otherwise agreed reserved and provided herein, the promoter has agreed to sell and the Allottee hereby agrees to purchase the apartment and parking as per allotment by promoter.

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee at any time prior to this agreement shall be considered as the only document and its conditions shall read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institution, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them on the statutory claims and that this does not in any way affect the right of the Allottee in respect of his unit in the said project.

AND WHEREAS the promoter has launched and commenced the project as per the Real Estate (Regulation and Development) Act, 2016. The promoter has adopted the specimen format provided in Annexure A of the rules provided in the Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, registration of real estate agents, rates of interests and disclosures on web site) Rules 2017. The area of the apartment is stated as per the definition of carpet area stated in section 2 (k) of the Act. So also the balcony and terrace attached to the Apartment even though not included in the definition of carpet area is stated separately. The promoter is now executing the agreements with the purchasers in the standard format prescribed by the rules under the present Act.

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

1. The Promoter shall construct the said Building 'A' and 'B' having Basement parking floors, ground floor and 4 upper floors for Building 'A' and ground floor and 4 upper floors for Building 'B' 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 in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Promoter may also make such minor alterations and additions as may be required by the Allottee.

1. (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee through allotment Letter dt. ----- bearing **Apartment/Flat No. ---- having carpet area of ----- sq. mtr., Enclose balcony area ----- sq. mtrs. and Cupboard area admeasuring ----- sq. mtr. together making a total area ____ sq. mtrs. Carpet situated on ----- Floor, in '---' Building Scheme known as "NEETI PRIVILEGE"** and along with exclusive right to use, (i) adjacent open terrace ____ sq. mtrs. Carpet (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure for the **consideration of Rs. -----/- (Rupees ----- Only)**, being 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 Schedule annexed herewith.
- 1(b) The total aggregate consideration amount for the apartment is thus **Rs. ----- -/- (Rupees ----- Only),.**
- 1(c) The allottee agrees and understand that timely payment towards purchase price of the said Apartment as per the payment plan / schedule is the essence of the agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs. -----/- (Rupees ----- Only) paid by Cheque No. ----- dt. ----- -- drawn on ----- Bank** 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 in favour of Beneficiary Name – **NEETI SHELTERS LLP**, Bank Account No. ----- in ----- **Bank., Branch ----- , IFSC – -----:**

<u>AMOUNT</u>	<u>PARTICULARS</u>
10%	on or before execution of this Agreement
15%	on or before casting of Plinth
10%	on or before casting of the First Slab
10%	On or before casting of the Second Slab
10%	On or before casting of the Third Slab
10%	On or before casting of the Fourth Slab
10%	On or before casting of the Fifth Slab
10%	On or before Brick Work
10%	On or before Plaster
05%	On or before possession

100%	
=====	

If the promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand.

No early payment discount will be offered in such case where construction has been completed before the agreed time line.

The Allottee had made an application for home loan to Bank the bank will sanction the loan and release the funds to the promoter's accounts as per RERA norms including any other modification and all other rules and regulation applicable to herein. Incase if any person including foreign nationals/person of Indian origin intends to purchase any apartment in the said project and if the lump sum payment being made by person including foreign nationals/person of Indian origin then the entire funds will be deposited in escrow account and withdrawal of the said funds will done as per sub clause (D) clause (I) of sub section (2) of Section 4 of the real estate regulation and development at 2016 read along with the Maharashtra Real estate (regulation and development) (registration of real estate projects, registration of real estate agents, rates or interest and disclosures on website) Rules 2017.

All charges including GST and local taxes, all other allied expenses, charges and other Government Charges other than consideration should be deposited in favour **NEETI SHELTERS LLP**, Bank Account No. ----- in _____ **Bank., Branch** _____, **IFSC** -----:

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, as per the presently applicable laws, or laws as may be in-force at the relevant time, or laws given retrospective effect in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) 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 Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments. The promoter may charge the Allottee the separately any up gradation / changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

The promoter herein on due date / or on reaching aforesaid construction milestone / stage intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the promoter within 7 days from the date of receiving such intimation. The Allottee herein specifically agrees that, he shall pay the aforesaid amount along with GST, and such other taxes, cesses, charges, etc. without any delay along with each installment.

Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per the State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all amounts which become due and payable by the Allottee to the promoter till the date of actual payment, provided that, tender of the principal amounts and interests or tender of the interests and expenses thereon shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said project/apartment, and the Allottee has agreed to pay the same as and when demanded before the possession of the said apartment.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per 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 above in this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 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 said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, 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. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of

the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 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 3630 sq. mtrs. only and Promoter has planned to utilize Floor Space Index of 3629.44 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available 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.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees 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 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee 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 4.1above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails 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 (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 to the Promoter.

However, in such a case of termination by the promoter, the promoter shall not be liable to pay interest to the purchaser.

For whatsoever reason if the Allottee/s herein, without any default or breach on his / her / their part, desired to terminate this agreement / transaction in respect of the said apartment then, the Allottee /s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to

terminate this agreement the Promoter shall issue a 15 days Notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in Sub-Para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before **30/11/2023**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 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) Non-availability of steel, cement, other building materials, water or electric supply.
 - ii) War, Civil commotion or act of God.
 - iii) Any notice, order, rule, notification of the Government, Collector or any disputes or matters relating to the property pending final determination by the Courts or any other authorities.
 - iv) Changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
 - v) Delay in grant of any NOC/permission/licensee connection/ installation of any services such as lifts, electricity a water connections and meters to the scheme /unit, road NOC from appropriate authority.
 - vi) Delay or default in payment of dues by the unit purchaser under these presents [without prejudice to the right of promoter to terminate this Agreement under Clause above.
 - vii) Any act beyond the control of the promoter.
 - viii) If Allottee wants to do extra/additional work in apartment other than specified by promoter.

After the possession of the flat/ premises / building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter required to be carried out by the Govt. or Municipal Corporation or any statutory authority the same shall be carried out by the purchaser in co-operation with the purchasers of the other flats in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same.

The purchaser undertake/s that if any certificate, order, no-objection etc. is required to be produced by the purchaser herein under any law and rules in force in any time the same shall be produced by the purchaser herein within the stipulated time.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee 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. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee 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 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. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

However, for the purpose of defect liability of the promoter the date shall be calculated from the date of handing over the possession to the Allottee for fit-outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said apartment, building or phase as stated in the agreement. That further it has been agreed by the Allottee that any damage or change done within the units sold or in the building/phase done by him or by third person on and behalf of the Allottee then the Allottee expressly absolves the promoter from the same.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the \ said building which shall include but not limit to columns, beams etc. or in the finings therein, in, particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

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

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

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

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

8. The Allottee 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 along with other Allottee(s) of Apartments in the building shall join informing 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, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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, as the case maybe, or any other Competent Authority.

If there is any delay caused by the allottee/s and/or in the office of Registering Authority then the promoter shall not be responsible for the same and such a delay.

Considering the Promoter herein is carrying on the construction/ development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottees /Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

And as per the provisions of law it is mandatory for the promoter to form a co-operative housing society within a period of 3 months from the date of purchase of 51% apartments out of total apartments by the allottees.

- 9.1 That after formation of the co-operative housing society of the allottee, and occupancy certificate / completion certificate being obtained and receipt of entire purchase price of the all apartments sold to the Purchasers /Allottees other than unsold/retained apartments the promoter shall execute and get register conveyance in favour of co-operative housing society of the Allottee as per the provisions in the RERA, rules and regulations it is mandatory for the promoter for formation of society and conveyance to be made in favour of the society.

- 9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 shall pay to the Promoter 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 Promoter a lump sum amount of **Rs.1600/- for two bedroom and Rs.1100/- for one bedroom** per month towards common maintenance Apartment, towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

It is further agreed between the parties that, this is the temporary arrangement made. The promoter shall collect the amounts as aforesaid and shall spend the same for and towards maintenance of the building/s and common amenities. If at the time of handing over of the affairs to the society for the maintenance there is any surplus amount then the same shall be transferred to the society and further if there is any extra amount spend by the promoter then the society / the present Allottee shall contribute proportionately in the same.

The Purchaser/herein is well aware that, the State Government of Maharashtra has imposed GST on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the GST and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

The Allottee/s herein is well aware that, the Central Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid GST from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

If at any time, after execution of this agreement, the GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

That the Allottees are made aware and expressly agree herein that where the project is out of water supply /one of the local authority and there is likely to be low water supply from the local authority and the Allottee shall have to pay for the water charges either by tanker or any other form.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:
 - i) Rs.600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - ii) Rs.3000/- for formation and registration of the Society or Limited Company/ Federation/Apex body.
11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee 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 shall pay to the Promoter, the Allottee 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.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the 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 also 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 those disclosed in the title report;
- 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, at all times, remain to be in compliance with 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 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 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 in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottees;
- 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.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :

- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 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 colour 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 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee 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 Apartments 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 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 Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 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 shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

That the Allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein by the Allottee.

That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the Fees of which shall be mutually decided by and between the promoter and the Allottee and the same shall be paid by the Allottee.

That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee to the developer in this regards.

That the parking spaces sold to each Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking of cars/two-wheelers only.

It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the promoter from time to time in respect of the project contained various features such as furniture, plantation, colors, vehicles, etc. and same shall not be considered in any manner as agreement between promoters and Allottee/s. The details mentioned in Specification and Amenities hereunder considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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.
15. 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 shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him 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.
16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he 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 charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

17. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. This Agreement along with its schedule and annexure constitutes the entire agreement between the parties hereto, and supersedes terms and condition of application form, allotment letter all prior representations, inducements correspondence, arrangement, understanding or agreements oral or otherwise, between the parties with respect to the subject matter hereof. Allottee is specifically aware that all representation by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and Allottee will not make any claim based on any advertisement made by the Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

18. 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 apartment/plot/building, as the case may be.

19. RIGHT TO AMEND :

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

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

21. SEVERABILITY:

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

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHERE REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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.

23. 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.

24. PLACE OF EXECUTION:

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

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the

Allottee or the Promoter by Registered Post A.D and notified at their respective addresses specified below:

Name and Address of the Allottee:

1) -----

2) -----

R/at: -----

-----,

Name and Address of the Promoter:

NEETI SHELTERS LLP,

Office at: CTS No. 770/5, Alankar Apartment,

7th Lane, Bhandarkar Road, Pune 411004.

Email : neetisheltersgroup@gmail.com

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

27. JOINT ALLOTTEES :

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

28. NAME OF THE THE PROJECT/BUILDING/S/WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "**NEETI PRIVILEGE**" or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project

29. ENTIRE AGREEMENT AND RIGHT TO AMEND:

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

30. REGISTRATION OF THIS AGREEMENT:

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

31. WAIVER NOT A LIMITATION TO ENFORCE :

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32. Stamp Duty and Registration

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee:

- a) The Allottee shall bear and pay the cost of registration and stamp duty payable on this Agreement as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee shall present this agreement at the proper registration office for registration within the time prescribed under the Registration Act and shall give a proper notice in this behalf to the Promoter whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not responsibility of the Promoter to register this Agreement and Allottee will not hold Promoter liable for non-registration of this agreement and all consequences flowing from it.
- b) In addition to above charges, at the time of registration of conveyance of the said building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer of the said Building. At the time of registration of conveyance of the said property, the Allottee 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 any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation.
- c) In case of conveyance of building in favour of the Organization and/or Conveyance of said property in favour Apex Body, as the case may be, if required to be executed before the disposal off all the Apartments by the Promoter in said project, the Promoter shall join in as the member of the said Organization. As and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoter, the Organization and/or Apex Body shall admit such Allottee/s as members of such Organization

without charging any premium or any other extra payment for the same save and except entrance fees.

- d) All costs, charges and expenses including but not limited to Stamp Duty, Registration Charges to be executed by the Promoter in respect of any documents for transferring said property and buildings in favour of the Organization as well as the entire professional cost of the Advocates of the Promoter in preparing and/or approving all such documents shall be borne and paid by the Organization or proportionately by the members of such Organization. The Promoter shall not contribute any amount either for stamp duty, registration charges or any other amount towards such transfer even if the Promoter might have accepted membership of such an Organization or Apex Body as is envisaged *inter alia* by the foregoing clause.
- e) If any further stamp duty is demanded by the Superintendent of Stamps or any other Authorities then paid on this agreement, the Allottee shall pay the said additional stamp duty and penalty / interest if applicable.
- f) Also The Parties hereto confirm that the Purchaser/s has/have agreed to Purchase the said Flat as an Investor and hence the Purchaser/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid of these presents in the event the Purchaser/s resells the said Flat to a subsequent Purchaser/s. That as per the amended provisions of the Bombay Stamp Act 1958, the Investor Flat Purchaser is entitled to the Stamp Duty benefit.

33. Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

34. GOVERNING LAW:

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

35. NOMINATION:

In case of death or in case of incapacity of the Allottee (Due to any physical ailment or otherwise) Allottee hereby authorize ----- (Nominee) who are related as ----- as their nominee, who will be entitled to said Apartment. Promoter is entitled to deal with said nominees as authorized representative of the Allottees. The said Allottees if required pay the balance payment i.e. any amount unpaid and also be entitled for possession of the said flat. In case the Promoter deals with the nominees and handover the possession of the said flat to the Nominees. The Promoter will be indemnified against any costs, charge and expenses, that Promoter may suffer due to any claim by any persons as legal heirs/ representative of the Allottees and all such cost and expenses incurred by the Promoter will be a charge on the said Apartment.

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

37. INDEMNIFICATION BY THE ALLOTTEE :

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due (a) Any act and omission by the Allottee by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or default by the Allottee in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said premises, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use and occupation of the said premises or any of the amenities/equipment within the said complex.

38. MORTGAGE:

(a) The Allottee hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee that:-

- (i) The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loan which may be advanced to the Promoter by the said Bank, the Promoter may create or causes to created mortgages/charges on the said Entire Property or part of thereof and construction there on in favour of the said Banks.
- (ii) Further it is specifically informed to the Allottee; said Entire Property or part thereof may be mortgage to any other Bank (**New Bank**) as security for any financial arrangement with the said New Bank. As per the terms of mortgage, the Allottee may be required to pay amounts due to the Promoter in the designated account of the said New Bank. If Allottee is required to make payment of consideration in the account of New Bank, Promoter will inform the Allottee in writing with particulars of the accounts, in which amount has to be deposited. On being informed by the Promoter, the Allottee hereby undertakes to pay the amount due to Promoter, as per the instruction

received from the Promoter. The payment by the Allottee in the said account will discharge the Allottee of the amount due to Promoter.

(iii) The said Apartment will be released from the Security to said Bank and will be free from any encumbrance on payment of entire consideration as stated herein and in the meantime, charge of the bank will be reduced in proportion to the amount paid by the Allottee.

(b) The Allottee hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his specific, full, free and unqualified consent and permission for the Promoter offering and giving the said property and/or the said buildings and/or the other buildings and structures proposed to be constructed on the said property by the Promoter or any part thereof (save and except the said Apartment but balance receivable in respect of the said Apartment), as security in the manner mentioned in hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered into this Agreement.

39. TDS APPLICABLE IF ANY :

That any deduction of an amount made by the Purchaser/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 Purchaser/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 Flat, if any such Certificate is not produced, the purchaser 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 4 months of the Possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

40) Though the actual consideration agreed to be paid by the Purchaser to the Promoter/Owner for purchase of the said Flat is of Rs. -----/- only. The Purchaser/s has/have stamped these presents with Stamp Duty of Rs.----- /-.

41) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act 2016 to the extent to which provisions thereof are applicable to the Development of the Properties.

SCHEDULE - I

All those pieces and parcels of the lands situated at village Marunji, Tal. Mulshi, Dist. Pune, within the limits of the Registration District Pune, Sub-Registrar Mulshi, Pune and Zilla Parishad Pune, Panchayat Samiti Mulshi and Grampanchayat Marunji, Tal. Mulshi, Dist. Pune, bearing Survey No.78/3/1 (old Survey No. 78/3A) total area admeasuring 2 H 57.20 R+ Potkharaba 00 H 09 R out of the said area, area admeasuring 00 H 40 R i.e.4000 Sq. Mtrs assessed at Rs. 04 Ps. 70 paisa and bounded as follows :-

- East : By Remaining area of said Land and Road
- South : By Survey No. 78/7 the Property of Gorakh Kundalik Buchade
- West : By Survey No. 78/3/1 the Property of Shankar Sahebroa Kawade
- North : By Survey No. 78/6 the Property of Gorakh Kundalik Buchade

SCHEDULE - II

(Of the Apartment)

The Purchaser/s hereby agrees to purchase from the Promoter/Owner and the Promoter /Owner hereby agrees to sell to the Purchaser/s:

(A)	Residential Flat No.	_____
(B)	Area as per RERA Act and this Agreement	
	(i) Carpet area of the said premises	_____ sq. mtrs.
	(ii) Carpet area of enclosed balcony	_____ sq. mtrs.
	(iii) Carpet area of Cupboard	_____ sq. mtrs.
	Total Carpet area	_____ sq. mtrs.
(C)	Floor	_____
(D)	Building	_____
(E)	Usage	Residential
(F)	Exclusive right to use	
	(i) Adjacent open terrace	_____ sq. mtrs.
	(ii) One covered car parking space	____ sq. mtrs. Bearing No.____

In the project known as “**NEETI PRIVILEGE**” being developed or developed on the said land described in the “Schedule I” herein written

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.

PHOTO	THUMB IMPRESSION	SIGNATURE & SIGN
		NEETI SHELTERS LLP Through its Partner 1) SWANAND SHRIPAD DESHPANDE for self and as duly constituted attorney of Owners/ Confirming Parties
		NEETI SHELTERS LLP Through its Partner 2) SAURABH SHRIPAD DESHPANDE for self and as duly constituted attorney of Owners/ Confirming Parties
		NEETI SHELTERS LLP Through its Partner 3) MR. RANJITSINHA DHANAJIRAO THORAT for self and as duly constituted attorney of Owners/ Confirming Parties
		----- PURCHASERS/ ALLOTTEE/S
		----- PURCHASERS/ ALLOTTEE/S
Witness 1 Sign : Name : Add :		Witness 2 Sign : Name : Add :

ANNEXURE

(Specifications)

- 1) **Structure and Masonry:**
 - i) Earthquake resistant R.C.C. frame structure.
 - ii) Fly Ash Bricks Masonry
 - iii) External Cement Platter.
 - iv) Internal Gypsum POP.

- 2) **Kitchen:**
 - i) Granite kitchen Platform with stainless steel sinks.
 - ii) Designer tile above kitchen counter.
 - iii) Provision for exhaust fan.

- 3) **Toilet:**
 - i) Concealed Internal Plumbing.
 - ii) Designer Bathroom.
 - iii) Fineness quality CP Fitting and Sanitary ware.

- 4) **Flooring:**
 - i) 2' x 2' vitrified tile flooring with skirting.
 - ii) Rustic flooring in attached terrace.

- 5) **Doors:** Decorated main entrance door with attractive fitting.

- 6) **Electrical Fitting:** Adequate electrical points with premium modular switches.

- 7) **Painting:**
 - i) Internal Paint – Emulsion Paint.
 - ii) External Paint – Semi acrylic paint.

- 8) **Lift:**
 - i) Standard make elevator with generator backup.

AMENITIES

- 1) R. O. Water Purifier Plant
- 2) C.C.T.V. Camera for Common area
- 3) Video Door Bell
- 4) Generator Back-up for Lift, Common area and one Light Point & one Fan Point for each Flat
- 5) Solar Water System
- 6) Rain water harvesting
- 7) Cricket net practice area
- 8) Landscape Gardening
- 9) Children Play area
- 10) Senior citizen sitting area
- 11) Club House

Possession of all common amenities and special features will be given on or before 30th November 2023.