

AGREEMENT FOR SALE

This **Agreement for Sale** ("**Agreement**") is made and executed at Pune on this ____ day of January, 2020 ("**Execution Date**");

BETWEEN

M/s. RAVIMA DEVELOPER (PAN : AASFR 5116L), a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its office at "Ravima Venture", Office No. 108, Jewel Square, Next to Vivanta by Taj, Koregaon Park, Pune, and hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners of the firm from time to time, their respective heirs, executors, administrators, nominees and assigns and the last surviving partner of the firm), by and through the hands of its duly authorized partner Mr. Gaurav Gadiya (PAN : AGGPG0272Q) (Age: 36 years)

...PARTY OF THE FIRST PART

AND

M/s. ASHTIKA VENTURES (PAN : ABHFA 3807F), a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its office at CTS 1559-156A2, Final Plot No. 71, Bhambuda, Shivajinagar, Pune 411005, and hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners of the firm from time to time, their respective heirs, executors, administrators, nominees and assigns and the last surviving partner of the firm), by and through the hands of its duly authorized partner Mr. Ashwin Adsul (PAN : ADIFA0378C) (Age: 44 years)

....PARTY OF THE SECOND PART;

AND

Mr./Mrs./Miss. _____

Age: ____ years, Occupation: _____ (PAN: _____);

(Aadhar No. _____) residing at _____

M/s. _____

being a company / partnership firm / LLP / proprietorship / HUF / Trust

(CIN / Reg. No. : _____) (PAN: _____), having its registered office/

principal place of business at _____

_____ by and through the hands of its duly authorized signatory
Mr. / Mrs. / Ms. _____ (PAN : _____),
(Aadhar No. _____) authorized vide resolution/ letter dated _____
attached hereto;

hereinafter referred to individually and/or collectively as the "**ALLOTTEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, in the case of a body corporate, its successors and permitted assigns, in the case of a partnership firm, the partners from time to time of the partnership firm, the heirs, legal representatives, executors, administrators, and successors of its last surviving partner, its/his/her/their permitted assigns, in case of a Hindu Undivided Family, the karta co-parceners and members from time to time of the coparcenary and the survivors or survivor of them [part shall be represented by the Karta] and the heirs, legal representatives, executors, administrators, successors and permitted assigns of the last survivor of them, and in the case of a Trust, the trustees for the time being and from time to time of the Trust and the survivors or survivor of them and their successors and permitted assigns)

... **PARTY OF THE OTHER PART.**

RECITALS

WHEREAS, the Owner is seized of and well and sufficiently entitled to all that piece and parcel of land admeasuring 25,791 sq. ft. i.e. 2,396.4 sq. mtrs. i.e. 23.96 Ares out of Survey No. 35, Hissa No. 1+2/2 (New Survey No 35 Hissa No.1+2/2/2 and corresponding to CTS No. 5764) totally admeasuring 00 Hectare 46 Ares as per 7/12 extract and 4,392 sq.mtrs. as per Property Card extract and lying and situated at Village Pimpri Waghere, within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Haveli, District Pune (hereinafter referred to as the "**Land**" and more particularly described in **Schedule A** hereunder);

AND WHEREAS, the Promoter herein has acquired the development rights of the Land from the Owner vide an Articles of Agreement dated 24/03/2017 and registered at the Office of the Sub-Registrar Haveli No. 10 at Serial No. 3213/2017 along with an Irrevocable Power of Attorney dated 24/03/2017 and registered at the Office of the Sub-Registrar Haveli No. 10 at Serial No. 3214/2017 (hereinafter referred to as the "**Joint Development Agreement**" and "**Power of Attorney**" respectively), as per the terms and conditions therein.

AND WHEREAS, subsequent to the Joint Development Agreement and Power of Attorney under which the development rights are held/acquired by the Promoter, the Promoter and the Owner have further executed a Supplementary to the Joint Development Agreement named as "Supplementary to Joint

Development Agreement” dated 06/08/2019 and duly registered at the Office of the Sub-Registrar Haveli No. 10 at Serial No. 18802/2019 (hereinafter referred to as the “**Supplementary JD Agreement**”)whereunder the parties thereto have further crystallized the terms of their arrangement under the Joint Development Agreement read with the Power of Attorney.

AND WHEREAS, the Promoter and the Owner hereby declare and record that the Land admeasures 25,791sq. ft. i.e. 23,96.04 sq. mtrs. i.e. 23.96 Ares as per the 7/12 extract and the physical area of the Land admeasures 2,298.68 sq. mtrs. as per the onsite demarcation measurement plan dated 21/12/2016 bearingno.4088/16 (hereinafter referred to as the “**Demarcation Plan**”). The Promoter has considered thearea of 2,298.68 sq. mtrs. (i.e. as per the Demarcation Plan) for the purpose of obtaining the necessary sanctions /approvals towards commencing the construction on the Land, so as to avoid any ambiguity related therewith, however, in the event the additional area is made available to the Promoter in any manner whatsoever, the Promoter shall be entitled to avail all the benefits thereof in respect of the Land (including for, but not limited to, the Project being constructed thereon).

AND WHEREAS, the Promoters also declare that an area admeasuring 227.71 sq. mtrs. out of the Land has been encroached upon by hutment/squatters and therefore the Promoter is in physical possession of the Land to the extent of the area admeasuring 2,070.97 sq. mtrs. of the Land. If at any time in the future the encroachment upon the said area of 227.71 sq.mtrs. is cleared/ removed, the such area of 227.71 sq.mtrs. of the Land shall be used by the Promoter at its discretion for the Project or even otherwise in any manner.

AND WHEREAS, an area admeasuring 258.31 sq. mtrs.outof the Land is presently earmarked as a “**BRT Parking Area**” as indicated in the Sanctioned Plans(i.e. as defined hereunder and attached hereto). The BRT Parking Area vests with the Promoter and shall be utilized / disposed off/ dealt with by the Promoter at its discretion and the Promoter shall be solely entitled to all the benefits that may arise in any manner whatsoever presently or in the future from / in respect of the said BRT Parking Area.

AND WHEREAS, after deduction of the abovementioned 227.71 sq. mtrs. of encroached area and the 258.31 sq. mtrs. of earmarked BRT Parking Area, from the Land admeasuring 2,298.68 sq. mtrs. (as per Demarcation Plan),an area of 1,812.65 sq. mtrs. of the Land is presently available for development. The Promoter and the Owner propose/ intend to develop the said 1,812.65 sq. mtrs. of the Land (viz. for the Project defined hereinbelow) and the same is hereinafter referred to as the “**Project Land**” and more particularly described in **Schedule B** hereunder.

AND WHEREAS, the Hon'ble Collector of Pune, Revenue Branch vide an order dated 17/12/2018 bearing No.501/2018, granted under section 44 of the Maharashtra Lands Revenue Code, 1966, has permitted the non-agricultural use of the Project Land for commercial purposes.

AND WHEREAS, in view of the aforesaid and vide the Joint Development Agreement, Power of Attorney, Supplementary JD Agreement and other incidental writings thereto ("**Definitive Documents**"), the Promoter is now entitled and enjoined to develop the Project Land and to construct building(s) thereon in accordance with the terms and conditions contained under the Definitive Documents.

AND WHEREAS, the Pimpri Chinchwad Municipal Corporation (hereinafter referred to as the "**PCMC**") has vide Commencement Certificate bearing no. B.P./ Pimpri/61/2018 dated 04/06/2018 sanctioned the building layout and the plans for the construction of the building on the Project Land and thereafter the revisions thereto have been approved by the PCMC vide Commencement Certificate bearing no. B.P./Pimpri/34/2019 dated 09/05/2019 (hereinafter referred to as the "**Sanctioned Plans**" and the Commencement Certificates attached as **Annexure A** hereto).

AND WHEREAS, the Promoter is in possession of the Project Land and is entitled and enjoined to construct a commercial building on the Project Land in accordance with the Sanctioned Plans and as per the Definitive Documents.

AND WHEREAS, the Promoter proposes/ intends to construct a single multi-storey commercial building named and styled as "**THE WORK CLUB**" on the Project Land (hereinafter referred to as the "**Project**") presently comprising of Basement Floor 1 + Basement Floor 2 + Basement Floor 3 + Lower Parking Floor + Ground Floor + Upper Floors and consisting of shops/offices/units/showrooms (hereinafter referred to the "**Units**") by availing the presently sanctioned FSI/FAR of 1,811.29sq. mtrs. and after availing sanction of further FSI/ FAR / Premium as per the Development Control Rules applicable thereof.

AND WHEREAS, the Promoter proposes/ intends to construct the Project in a phase wise manner (viz. Phase 1 and Phase 2), as follows and for which informed consent is hereby accorded by the Allottee:

- **Phase 1** consisting of shops/offices/units/showrooms and consisting of Basement Floor 1 + Basement Floor 2 + Basement Floor 3 + Lower Parking Floor + Ground Floor + 1st Floor + 2nd Floor + 3rd Floor, by utilizing presently sanctioned FSI/ FAR/Premium of 1,811.29sq. mtrs. and after availing sanction of further FSI/ FAR / Premium as per the Development Control Rules applicable thereof (hereinafter referred to as "**The Work Club Phase 1**").

- **Phase 2** consisting of the 4th Floor till the 11th floor (both inclusive) and such additional floors and phases as may be permissible under the applicable laws and after availing sanction of further FSI/ FAR / Premium as per the Development Control Rules applicable thereof (hereinafter referred to as "**The Work Club Phase 2**").

AND WHEREAS, the Allottee hereby acknowledges and agrees that the Promoter has obtained the Sanctioned Plans vide Commencement Certificate No. B.P./Pimpri/61/2018 dated 04/06/2018 and Commencement Certificate no. B.P./Pimpri/34/2019 dated 09/05/2019 and has commenced construction accordingly and the same shall be subject to revisions/ modifications/ amendments from time to time, subject to such revisions/ modifications/ amendments not causing any prejudice to the Unit agreed to be sold to the Allottee herein. The Allottee further acknowledges and agrees that the Promoter shall obtain the sanction from the concerned governmental authority (viz. PCMC) for the layout and plans of the balance units/ floors of "**The Work Club Phase 1**" and shall commence construction of the same according to such sanctioned layout and plans.

AND WHEREAS, the Allottee hereby acknowledges and agrees that the Promoter shall obtain the sanction from the concerned governmental authority (viz. PCMC) for the building layout and plans in respect of the "**The Work Club Phase 2**" and shall commence construction of the same according to such sanctioned layout and plans. The Allottee further acknowledges and agrees that the Promoter shall be entitled to obtain the aforesaid sanction of the building layout and plans in respect of the "**The Work Club Phase 2**" in parts or in phases and the Promoter shall construct the same accordingly.

AND WHEREAS, the Allottee hereby acknowledges and agrees that in case the permission from the concerned governmental authorities for constructing any floors or additional floors of the Project, by loading future TDR/FSI/Premium or such benefit, is acquired in more than one part and/or the sanction of the building layouts and plan for the additional floors of the Project may be granted in parts, the Promoter shall, at its discretion, merge two or more such sanctions or treat each such sanction as a separate phase for the construction of the Project.

AND WHEREAS, the Promoter has registered "**The Work Club Phase 1**" of the Project, under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Real Estate Act**") and the Rules and Regulations made thereunder, with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "**MAHA RERA**"), under Registration Number P52100021711 and an authenticated copy of the registration certificate is attached as **Annexure B hereto**.

AND WHEREAS, pursuant to mutual negotiations and discussions between the Parties and vide Allotment Letter, the Allottee has booked a unit being a Shop bearing number 202 on the 2nd floor,

(hereinafter referred to as the "**Unit**") in "**The Work Club Phase 1**" of the Project (i.e. "**THE WORK CLUB**") which is being constructed on the Project Land. The Unit is more particularly described under **Clause 2** hereinbelow and delineated in the plan attached as **Annexure C** hereto.

AND WHEREAS, prior to the execution of this Agreement the Allottee has paid to the Promoter an amount in advance and towards part payment of the Purchase Price of the Unit agreed to be sold by the Promoter to the Allottee herein and the payment and receipt whereof the Promoter hereby admits and acknowledges, and the Allottee has agreed to pay to the Promoter the balance of the Purchase Price in the manner specified hereinbelow.

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

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building(s) of the Project and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the Project or as may be mutually agreed; provided, however, that the Promoter reserves the right to change the said Architect and/or the said structural Engineer at any time before the completion of the Project;

AND WHEREAS, by virtue of the Definitive Documents the Promoter and the Owner have the right to jointly sell the units in the Project to be constructed by the Promoter on the Project Land and to jointly enter into this Agreement and incidental agreements with the respective Allottees of the Units of the Project so as to receive the consideration and amounts receivable in respect thereof in the manner specified under the Definitive Documents.

AND WHEREAS, on demand from the Allottee, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Land (including the Project Land) and the plans, designs and specifications prepared by the Promoter's Architect (i.e. Arch. Vishwas Kulkarni) and of all other documents as are specified under the Real Estate Act and the Rules and Regulations made thereunder.

AND WHEREAS, the Promoter herein holds the rights of development of the Project Land and the facts and circumstances pertaining to the vesting of such rights of development with the Promoter is set out / disclosed to the Allottee and the Title and Search Report/Certificate dated 19/07/2019 issued by the Advocate Sheetal K. Charkha a copy whereof is annexed as **Annexure D** hereto.

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 / rights of the Owner and Promoter to the Project Land on which the Project is being constructed/ will be constructed have been annexed as **Annexure E** hereto.

AND WHEREAS, the authenticated copies of the present Sanctioned Plan in respect of the building layout of the Project, as obtained presently from the PCMC has been disclosed to the Allottee.

AND WHEREAS, the open spaces as per the Sanctioned Plans of the Project on the Project Land have been verified by the Allottee and disclosed in the **Annexure F** hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee herein, as presently sanctioned and approved by the PCMC, has been specified under **Schedule D** hereto (hereinafter referred to as the "**Unit's Specifications**").

AND WHEREAS, the Promoter shall undertake the construction of the Unit in accordance with the Sanctioned Plan (which may be subject to revision(s) in the manner specified herein) and as per the Unit's Specifications.

AND WHEREAS the Promoter has commenced construction of **The Work Club Phase 1** in accordance with the Sanctioned Plan. While and towards obtaining the Sanctioned Plan, the PCMC and the concerned governmental authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the building(s) of the Project and upon due observance and performance of which only the Completion Certificate / Occupancy Certificate in respect of the Project shall be granted by the concerned governmental authority.

AND WHEREAS, the Allottee hereby acknowledges that:

- i. The Promoter has disclosed all the necessary information in respect of the Project and the Unit at the time of the Allottee booking the Unit, including by way of its Allotment Letter as well as by way of display of the necessary information at the site of the Project;
- ii. The Promoter has disclosed to the Allottee and provided to the Allottee for verification, all the documents related to the title, encumbrances and Title & Search Report / Certificate in respect of the Land (including the Project Land).
- iii. The disclosure regarding the utilization FSI/ FAR/ Premium according to Sanctioned Plans and for future proposed plan(s) of the Project are detailed in the Recitals hereinabove and also under Clause 6 hereinbelow.

- iv. The Allottee has signed the Allotment Letter and this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- v. The Allottee has gone through all the terms and conditions set out in this Agreement and understood the each Party's rights and obligations herein.

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 conditions specified herein.

AND WHEREAS, in terms of the provisions of Section 13 of the Real Estate Act and the Rules and Regulations made thereunder, the Promoter is required to execute a written Agreement for Sale of Unit with the Allottee being in fact these presents and also to register this Agreement under the Registration Act, 1908.

AND WHEREAS, in view of the above, the Parties are now entering into this Agreement which contain the terms and conditions mutually agreed between the Parties for the sale of the Unit in favour of the Allottee.

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

1. PROJECT

The Promoter shall construct the Project i.e. **"THE WORK CLUB"**, comprising of the Basement Floor 1 + Basement Floor 2 + Basement Floor 3 + Lower Parking Floor + Ground Floor + Upper Floors, in a phase wise manner and as specified hereinabove, on the Project Land, in accordance with the present Sanctioned Plan, approved revisions to the Sanctioned Plan and the plans, designs, specifications as approved by the concerned governmental authority from time to time.

Provided, the Promoter shall obtain prior consent in writing of the Allottee only in respect of variations or modifications of any plan, design and/or specifications, which may adversely affect the Unit of the Allottee, and not for (i) any alteration or addition required by any government authority or due to change in any applicable law; (ii) any alteration or addition permitted under any applicable law (viz. the Real Estate Act); (iii) any minor alteration or addition as may be necessary due to architectural / structural reasons and which are duly recommended / verified by the Architect or Engineer and after intimation to the Allottee.

2. UNIT

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Unit No. 202 being of the type –shop (office/ shop/ showroom), of carpet area measuring 29.49 sq. mtrs.(i.e. approx. 317 sq. ft.) on the second floor of “**The Work Club Phase 1**” of the Project “**The Work Club**” (hereinafter referred to as the “**Unit**”). The Unit is more particularly described in **Schedule C** hereunder and delineated in the floor layout plan annexed as **Annexure C** hereto, for a lumpsum consideration of Rs. 64,62,000/- (i.e. Rupees Sixty Four Lakhs Sixty Two Thousand only), subject to the terms and conditions specified herein.

The “**carpet area**” of the Unit shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit (i.e. internal walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include walls that is/ are partition(s) within the internal area of the Unit and also include the areas covered by the internal columns attached to the walls / pillars). The aforesaid method of calculating the carpet area has been clarified by the Government of Maharashtra vide Circular dated 4/2017 dated 14th June 2017. The carpet area of the Unit shall be subject to a variation of 3% (three percent) as specified hereinbelow.

3. PURCHASE PRICE & PAYMENT SCHEDULE

- 3.1 The Parties hereby agree that the total price at which the Allottee shall purchase the Unit from the Promoter and the Owner shall be Rs. 64,62,000/- (i.e. Rupees Sixty Four Lakhs Sixty Two Thousand Only) (hereinafter referred to as the “**Purchase Price**”).
- 3.2 The Parties hereby agree that the Purchase Price is inclusive of the proportionate price of the Common Areas & Facilities of the Project and in respect of the Unit. The Allottee hereby agrees that the “**Common Areas and Facilities**” for the Project shall mean the areas, amenities and facilities within the Project within the Project Land, intended for the common and community use, from time to time, of the Allottee along with and in common with the owners/ occupants of the Units of the Project and which areas, amenities and facilities is to be conveyed to the ultimate Governing Body of the Project and such Common Areas & Facilities are more particularly specified in **Schedule E** attached hereto.
- 3.3 The Parties hereby agree that the Purchase Price is inclusive of the amount of the Infrastructure and Development Charges which amounts to Rupees Two Lakhs Only. The Allottee hereby acknowledges and agrees that the Infrastructure and Development Charges consists of the charges payable for

obtaining electricity and water connection to the Project, charges payable for the formation of the ultimate Governing Body of the Project and for conveyance of the Project Land and Project in favour of the ultimate Governing Body). The Allottee agrees that the aforesaid amount is a lumpsum payment towards the Infrastructure and Development Charges and the Allottee shall not raise any claim, requisition, demand in respect of the breakup / allocation of the said amount. The Allottee agrees that the Allottee shall pay the applicable taxes on such amount (viz. GST), at the applicable rates under the applicable laws thereof. The Allottee agrees that the aforesaid amount shall be payable by the Allottee for and at the time of receiving possession of the Unit, strictly as per the demand letter and payment instructions of the Promoter.

- 3.4 The Parties hereby agree that the Purchase Price excludes the CAM Charges, Corpus Funds, Utilities Charges as specified hereinbelow (viz. under Clause 14) and all other amounts that may be payable by the Allottee in respect of the Unit or in respect of the Allottee's rights and entitlements arising thereof,
- 3.5 The Parties hereby agree that the Purchase Price excludes all taxes, cess, duties, levies, etc. applicable presently and in the future (e.g. Goods and Service Tax (GST), property tax, etc.) and also excludes taxes, cess, duties, levies, etc. paid/ payable by the Promoters or any other amounts which have been / may be levied similarly/ incidentally in connection with the construction of and carrying on of the Project, up to the date of handing over the possession of the Unit to the Allottee as specified herein.
- 3.6 The Allottee hereby agrees and acknowledges that since the Purchase Price of the Unit does not include any of the all taxes, cess, duties, levies, etc. applicable on the transaction, the Allottee hereby agrees to pay the same which may be imposed and payable in connection with/ to the construction / carrying out the Project and payable either by the Promoter or the Allottee in respect of the Unit and the same shall be payable by the Allottee up to the date of handing over the possession of the Unit to the Allottee as specified herein. The Purchase Price mentioned hereinabove has been arrived after transferring all the credit benefits accrued to the Promoter due to implementation of Goods and Services Tax Act 2017 and the price is in compliance with Section 171 of the Central Goods and Services Tax Act and Section 171 of the State Goods and Services Tax Act (hereinafter collectively referred to as the "**GST Act**"). The Allottee hereby confirms that the Allottee has been informed and has also understood all the details of the aforesaid credit benefits and the manner of computation of Purchase Price. Hence, the Allottee confirms that the Allottee shall not claim any further transfer of benefits under the "Anti-Profiteering" measures of the GST Act. The Allottee shall make payment of Goods and Service Tax (or other tax applicable to the Unit) as and when it becomes due and payable, at the rate prescribed under the applicable laws thereof,

to the Promoter and the Promoter shall thereupon make payment of the same to the concerned governmental authority as per the applicable laws thereof. If, however, at any time hereafter, the rates of the Goods and Service Tax are increased or decreased by the government, the amount payable by the Allottee to the Promoter under this clause shall vary accordingly. In addition to the above, the Allottee shall be liable to bear and pay all and any other taxes, duties, levies, cess, charges, etc. (if any) as applicable and levied by the government in any manner or name whatsoever and which may be arising directly or incidentally from the sale of the Unit to the Allottee, whether before or after the possession of the Unit is received by the Allottee. The Allottee shall make payment of the taxes, duties, levies, cess, charges, etc. (if any) as applicable, within 7 (seven) days of the Promoter issuing the Demand Letter for the same and the Allottee shall be exclusively liable for any delay in payment thereof. If any of such taxes, duties, levies, cess, charges, etc. as applicable have already been paid by the Promoter/ Owner, the Allottee shall be liable to reimburse the Promoter/ Owner (as the case may be) with the same together with interest accrued thereon to the Promoter/ Owner and the Allottee hereby agrees to indemnify and keep indemnified the Promoter and the Owner from or against all loss or damage suffered or incurred by the Promoter and/or the Owner as a result of non-payment by the Allottee of any such taxes, duties, levies, cess, charges, etc. (if any). Further, the Promoter shall unconditionally and exclusively have and be vested with the rights to claim any set-off in respect of any taxes (e.g. GST), duties, levies, cess, charges, etc. (if any) as applicable and the Allottee shall not raise any claim in respect of the same.

3.7 The Allottee hereby agrees to pay to the Promoter the Purchase Price of Rs. /- (i.e. Rupees Only) as per the following “**Payment Schedule**” :-

Payment Schedule	
Stages	% Payment
On Booking	10%
On /after execution of Agreement	20%
On completion of Foundation of the building /wing in which the said Unit is located (till 3 Basement)	15%
On completion of the slab(s)of parking(s) of the Building in which the said Unit is located (i.e. till 3 rd Basement)	15%
On completion of slab for which the said Unit is located	10%
On completion of the walls, internal plaster, floorings, of the said Unit	5%
On completion of staircases, lobbies / passage area upto the floor level of the said Unit	5%
On completion of the external plumbing and external finishingof the Building upto the floor in	5%

which the Unit is located	
On completion of the electrical fittings, entrance lobby/s of the Building upto the floor in which the said Unit is located	10%
Against and at the time of handing over of the possession of the Unit to the Allottee/s or after receipt of Occupation Certificate/ Completion Certificate (Part/Full) for the Unit	5%
Total	100%

The Allottee hereby expressly agrees that for each of the above stages of the Payment Schedule, timely payment is strictly of the essence for performance by the Promoter and Owner of their obligations under this Agreement.

3.8 It is acknowledged and agreed by and between the Parties hereto that the Promoter shall not be bound to follow the chronological order of any of the stages of the Payment Schedule and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction of the Project and claim corresponding payment of the Purchase Price accordingly as per the concerned stage of the Payment Schedule. The Promoter is also entitled to merge or consolidate the installments of 2 or more stages of the Payment Schedule, in the Promoter's discretion by simultaneously executing the work of the concerned stages corresponding to the concerned payment installments.

3.9 As the agreed Purchase Price of the Unit is more than Rs.50,00,000/-, the Allottee herein shall be obliged to deduct "Tax Deducted at Source" ("**TDS**") at the applicable rate (i.e. presently at 1%) and make payment of such TDS to the concerned governmental authorities (i.e. the Income Tax Department) and the Promoter herein shall be eligible to receive credit for such TDS deduction.

Provided however that any deduction of an amount made by the Allottee on account of TDS as may be required under applicable laws while making payment of the Purchase Price to the Promoter under this Agreement shall be acknowledged / credited to the Allottee account by the Promoter only upon the Allottee duly submitting the original certificate for such TDS ("**TDS Certificate**") and the amount mentioned in the TDS Certificate is matching with the amount specified by the Income Tax Department. Provided further that at the time of handing over the possession of the Unit to the Allottee in the manner specified hereinbelow, if any TDS Certificate is/has not been produced/provided by the Allottee to the Promoter, the Allottee shall be obligated to pay to the

Promoter an amount equivalent to the concerned TDS, as an interest free deposit to the Promoter, which deposit shall be refunded by the Promoter upon the Allottee duly furnishing the concerned TDS Certificate within 4 (four) months of the date of possession and in the event the Allottee fails to furnish such TDS Certificate within the stipulated 4 (four) months period, the Promoter shall be entitled to appropriate the said deposited amount against the amount receivable from the Allottee and the Allottee shall have no claim/demand thereupon thereafter in any manner whatsoever

3.10 It is confirmed by the Allottee that the Promoter has taken all requisite permissions, sanctions and approvals from the concerned governmental authorities under the applicable laws, for commencing the construction/ development of the Project and has accordingly commenced the construction/ development of the Project. It is conveyed by the Promoter to the Allottee that the construction work of the Unit is required to be completed by the Promoter by using and utilizing the Purchase Price payments strictly in terms of and in accordance with the Payment Schedule specified under this Agreement and the payment of the other amounts agreed herein to be paid by the Allottee in respect of the Unit. On completion of the specified stage of construction of the Payment Schedule, the Promoter shall issue a Demand Letter to the Allottee and which shall be sent/forwarded to Allottee via recorded dispatch as specified under Clause 29 hereinbelow. The prescribed period for payment of demanded amount shall be 15 days from the date of receipt of such Demand Letter by any medium of recorded dispatch. Any period of delay beyond the said 15 days shall be considered as delay on part of the Allottee for paying the due demanded amount and the Allottee shall be consequently liable for the same as applicable.

3.11 It is acknowledged and agreed by the Allottee that it is the Allottee's sole obligation and lawful duty to pay the Purchase Price agreed strictly as per the Payment Schedule and as specified herein and it is well understood by the Allottee that non-payment of the Purchase Price within the stipulated time and as per the Payment Schedule may delay the development/construction work of the Project. Hence, the date of handover of possession of the Unit mentioned in Clause 8.1 hereunder is completely based upon the timely payment by the Allottee of the Purchase Price, along with all the applicable taxes thereon. Hence, it is further acknowledged and agreed by the Allottee that any delay in payment of any amounts towards the Purchase Price as per the Payment Schedule shall *ipso facto* postpone the date of handover of possession of the Unit by the period of delay by the Allottee in making any payments and in such event the Allottee shall be solely liable for the consequences of delay in construction and delay in handover of possession of the Unit and the Promoter/ Owner shall not be responsible or liable in any manner for the same and the Allottee shall be solely responsible for reimbursing the Promoter/ Owner with damages arising from the same.

- 3.12 The Purchase 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 any amounts levied / imposed by any concerned governmental authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges or any amounts levied/ imposed by any concerned governmental authorities, the Promoters shall enclose the said notification/order/rule/regulation that has been 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 of the Purchase Price.
- 3.13 The Promoters shall confirm the final carpet area of the Unit agreed herein to be sold to the Allottee, after the construction of the Unit is complete and the Completion Certificate / Occupancy Certificate for the Unit is granted by the competent governmental authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Purchase Price payable for the carpet area of the Unit shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the Unit within the defined limit then the Promoters shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Real Estate Act r/w the Rules and Regulations thereunder, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Unit agreed herein to be sold to the Allottee, the Promoters shall demand additional amount from the Allottee at the next stage of the Payment Schedule. All the aforesaid monetary adjustments to the Purchase Price shall be made at the same rate per square meter for the Purchase Price agreed in Clause ____ of this Agreement.
- 3.14 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) against any lawful outstanding amounts / dues (if any) in the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust the Allottee's payments in any manner otherwise.

4. DELAY IN PAYMENT

- 4.1 The Allottee (without prejudice to the Promoter's/ Owner's other rights and remedies for the Allottee's default) agrees to pay to the Promoter interest at the rate of the then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two percent) per annum on all the amounts which become due and payable by the Allottee to the Promoter/ Owner under the terms of this Agreement and such interest shall be calculated from the date the said amount is due and payable by the Allottee to the Promoter/ Owner.

- 4.2 Without prejudice to right of Promoter to charge the interest in terms of Clause 4.1 hereinabove, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter/Owner under this Agreement (including but not limited to the Allottee's proportionate share of taxes, cess, levies, etc. imposed by any governmental authority) or on the Allottee committing 3 (three) defaults of payment of any installments of the Purchase Price as per the Payment Schedule, the Promoter shall be entitled at their own option, to terminate this Agreement by providing the Allottee a written notice of termination of the same and this Agreement shall stand terminated in the manner specified under Clause 8.6 hereinbelow and the consequences specified under Clause 8.7 shall mutatis mutandis apply.
- 4.3 The Allottee shall not lease, license, let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and until prior written consent of the Promoter has been obtained for the same.

5. PARKING

- 5.1 The covered car parking areas/ spaces of the Project (hereinafter referred to as the "**Covered Car Parking**") is and shall remain under the ownership, control and management of the Promoter and shall neither be nor construed to be a Common Area & Facility of the Project. Hence, the Promoter shall, after considering various factors in respect of the Project, be entitled to sell/allot/dispose off Covered Car Parking, in such manner and upon such terms and conditions as the Promoter may deem fit and proper, in favour of any person/entity. Further, the Promoter is fully entitled to devise and implement a "Pay and Park Scheme" in respect of any Parking Spaces of the Project or in any other permissible location in the Project or on/around the Project Land and the Promoter shall also be entitled to engage / deploy/ appoint any person/entity in any manner for the purposes of managing the parking.
- 5.2 The Promoter hereby at the specific request of all the Allottee in the Project, including the Allottee herein, to avoid conflicts and disputes, agrees to provisionally earmark and use a certain open area in the Project Land as provisional parking spaces (which parking spaces will be however subject to final ratification / confirmation by the Governing Body formed in respect of the Project). It is confirmed between the Parties hereto that no consideration is separately paid by the Allottee to the Promoters in regard of the aforesaid.
- 5.3 The Allottee hereby agrees and acknowledges that the BRT Parking Area has been earmarked as indicated in the Sanctioned Plans attached hereto in terms of the applicable laws thereof. Hence, neither the Promoter nor the Owner have any control in respect of the BRT Parking Area and the

same does not constitute part of the Project Land or the Project thereon. Therefore, in case the Allottee has any issue, grievance, request, requirement, etc. vis-à-vis the BRT Parking Area, the same shall not fall within the purview of the Promoter or the Owner in any manner whatsoever. The Allottee hereby confirms the aforesaid and agrees not to raise any claim, demand, grievance, action whatsoever against the Promoter and/or the Owner in respect of the BRT Parking Area.

6. FSI/ FAR/ TDR/ PREMIUM

6.1 The Promoter hereby declares that as per the Property Card attached hereto, the Project Land admeasures 2,396.40 sq.mtrs. and hence consequently the Floor Space Index (FSI) available as on date in respect of the Project Land is 2,396.40 sq. mtrs. only and the Promoter is entitled to all the benefits that arise therefrom in any manner whatsoever (including but not limited to any FSI/ TDR/ FAR. The Promoter shall be entitled to utilize/ avail the Floor Space Index (FSI) of 2,396.40 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various scheme as mentioned in the Development Control Rules or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, or in any such ways which are/ would be applicable to the said Project. The residual FAR/FSI in the layout which is presently not consumed will be available to the Promoters only. It is further expressly agreed by and between the Parties that if the permitted Floor Space Index (FSI) is not consumed in the Project's building and / or at any time further construction on the said Project Land or further floors in the Building is allowed, the Promoter shall have the right for consuming the balance Floor Space Index (FSI) in any manner as the Promoter may deem fit either on the said Project Land (e.g. by further construction on the Project Land or constructing further floors in the Project) and /or on any other land of the Promoter, subject, however to obtaining the necessary permission of the concerned governmental authorities in that behalf and the same being permissible under the applicable laws thereof. The Promoter has disclosed hereinabove the Floor Space Index (FSI) proposed to be utilized on the said Project Land in the said Project and the Allottee has agreed to purchase the Unit based on the proposed construction and sale of Units to be carried out by the Promoter utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6.2 The Promoter alone shall be entitled to claim and receive compensation for any portion of the Land (including the Project Land) that may be notified for set back and claim the FSI, benefits and compensation available for areas under reservation for community centre, D.P. Road(s), schools, playgrounds or in any other manner as is permissible and as the Promoter may deem fit.

7. FORMATION OF GOVERNING BODY AND CONVEYANCE

7.1 The Promoter hereby agrees that the Promoter shall form a "governing body" for the Project comprising of the allottees of the Units of the Project and such "governing body" may be constituted

either as a Condominium, Co-operative Society, Company, Association of Apartment Owners or such other entity as the Promoter may in its sole discretion opt and deem fit (hereinafter referred to as the “**Governing Body**”).

- 7.2 The Promoter shall form and constitute the Governing Body for the Project within the time frame prescribed under the applicable laws thereof (viz. the Real Estate Act and the Rules and Regulations made thereunder).
- 7.3 The Allottee, along with the allottees of the other Units of the Project, shall join in forming and registering the Governing Body under the applicable laws thereof and the Governing Body shall be known by such name as the Promoter may decide. For the aforesaid purpose, the Allottee shall from time to time sign and execute the application for membership to the Governing Body, and any and all other papers and documents necessary for the formation, registration, administration, functioning, etc. of the Governing Body (including but not limited to the constitution documents, the resolutions, the bye-laws, rules, regulations, policies, etc. of the Governing Body). The Allottee undertakes to duly fill in, sign and return to the Promoter, within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, the aforesaid documents and papers as required by the Promoter, so as to enable the Promoter to form and register the Governing Body under and as per the applicable laws thereof. The Allottee shall do all such things as may be necessary for undertaking and effecting the aforesaid processes and formalities in respect of the Governing Body.
- 7.4 The Allottee hereby undertakes that the Allottee shall not raise any objections if any changes/ modifications/ additions are made in the documents and papers in respect of the Governing Body (including but not limited to the constitution documents, the resolutions, the bye-Laws, rules, regulations, policies, etc.) either for contractual, administrative, legal, logistic or factual correction or purposes or as may be required by the competent and concerned authority. The Allottee shall do all such things as may be necessary for undertaking and effecting the aforesaid changes/ modifications/ additions.
- 7.5 On the Governing Body being formed, the rights of the Allottee, as the holder of the Unit, will be recognised and regulated by the provisions of the applicable laws in respect of such Governing Body, the bye-laws, rules, regulations, policies of the Governing Body.
- 7.6 The Promoter shall convey the Project Land and the Project constructed thereon (subject to their right to dispose of the remaining unsold Units of the Project (if any) and to receive entire consideration in respect thereof) in favour of the Governing Body, within 3 (three) months from the registration of the Governing Body.

- 7.7 The Allottee hereby agrees that till the conveyance of the Project Land and the Project in favour of the Governing Body, the Promoter (and any person/entity engaged or appointed by the Promoter) shall carry out the functions of management, maintenance and otherwise control or regulation of the affairs of the Project Land, Project and the Common Areas & Facilities, as per the terms and conditions of this Agreement. Hence, the Allottee agrees that after the conveyance of the Project Land and the Project in favour of the Governing Body, the Governing Body shall be solely responsible and liable for management, maintenance and otherwise control or regulation of the affairs of the Project Land, Project and the Common Areas & Facilities and the Promoter shall not be responsible or liable for the same.
- 7.8 The Promoter shall have absolute authority and control, as regards the disposal of the unsold Units of the Project (including the Units for which their respective Agreements for Sale are cancelled at any stage for any reason) and for any additional Units of the Project. Taxes, if any, shall be paid by the Promoter/ Owner (as the case may be), in respect of the said unsold Units on account of the same being unoccupied and further that in the event of such refund of the taxes, in respect of such unsold Units, the same shall be to the credit of the Promoter/ Owner (as the case may be) and not to the Allottee or to the Governing Body.
- 7.9 The Allottee hereby agrees that in case any further construction is undertaken on the Land or any land contiguous or adjoining to the Land is proposed to be acquired and merged to the Land, all the allottees of any units constructed on the Land or the acquired and merged contiguous/ adjoining land shall be admitted as members of the Governing Body and constituents of the Project, without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc., on the basis and in the same proportion as may be payable by the other members of the Governing Body and the other constituents of the Project.
- 7.10 The Allottee shall pay to the Promoters the amount as specified under clause 3.3 hereinabove towards Infrastructure and Development Charges, which shall include the amounts payable for meeting all legal costs, charges and expenses, including professional costs of the advocates appointed/ engaged by the Promoter in connection with formation of the Governing Body and for preparing its bye-laws, rules and regulations. The Allottee shall pay the taxes (viz. Goods and Service Tax) applicable on the aforesaid amount at the applicable rates under the applicable laws thereof. The Allottee hereby agrees that the aforesaid amount is a lumpsum payment and the Allottee shall not raise any claim, requisition, demand in respect of the breakup / allocation of the said amount. The Allottee hereby agrees that the aforesaid amount shall be payable by the

Allottee for and at the time of receiving possession of the Unit, strictly as per the Demand Letter and payment instructions of the Promoter.

- 7.11 At the time of conveyance of the Project Land and the Project to the Governing Body, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration fees and expenses payable by the Governing Body on such conveyance or any document or instrument of conveyance in respect of the Project Land and the Project.

8. HANDOVER OF POSSESSION OF UNIT

- 8.1 The Promoter shall, subject to the applicable clauses herein, handover possession of the Unit to the Allottee on or before the 30th day of April, 2022, along with the Unit Specifications listed under **Schedule D** hereunder; provided that the Promoter shall be entitled to reasonable extension of time for handing over possession of the Unit to the Allottee on the aforesaid date, if there is any delay on account of the "force majeure events" being events beyond the control of the Promoter/Owner and including particularly as follows (hereinafter referred to as the "**Possession Date**"):

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or "Act of God" ;
- (iii) any notice, order, rule, notification of any governmental authority and/or other public or competent judicial, administrative, quasi-judicial authority.
- (iv) delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit/road, for reasons beyond control of the Promoter/Owner and after having complied with all requirements for the same.
- (v) delay by the concerned governmental authority in issuing or granting necessary plinth checking/ completion certificate, Completion/ Occupancy Certificate, or any permission/ sanction/ approval/ licenses/ NOC/ order, etc. for reasons beyond the control of the Promoter/Owner and after having complied with all requirements for the same.
- (vi) Delay or default in payment of dues by the Allottee under these presents (without prejudice to the right of Promoter/Owner to terminate this Agreement as per the clause specified hereinbelow).

- 8.2 If the Promoter fails to handover possession of the Unit to the Allottee, except on account of the "force majeure events" as specified hereinabove hereunder, by the aforesaid Possession Date, then the Promoter shall be liable, on demand, to refund to the Allottee the amount already received by the Promoter from the Allottee in respect of the Unit along with interest at the rate of the then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum and such

interest will be leviable and payable from the delay in Possession Date till the date the amounts and interest thereon is repaid by the Promoter to the Allottee.

- 8.3 Notwithstanding anything contained to the contrary hereinabove, the Promoter shall at its option be entitled to complete and deliver the possession of the Unit to the Allottee prior to the abovementioned Possession Date and the Allottee shall not be entitled to deny or disclaim the same on any grounds and shall not be entitled to any discount or rebate for the same.
- 8.4 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 governmental authority at the time of approving the Sanctioned Plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned governmental authority the Completion Certificate/ Occupancy Certificate (as applicable) in respect of the Unit. The Allottee shall thereafter be obligated to adhere to all terms and conditions as may be imposed therein.
- 8.5 Subject to "force majeure events" as specified hereinabove, if the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee (if the Allottee does not intend to withdraw from the Project), interest as specified in the Real Estate Act and the Rules and Regulations made thereunder, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Unit to the Allottee.
- 8.6 The Promoter shall give notice of 15 (fifteen) days in writing to the Allottee in the manner specified under Clause 29 hereinbelow, of the Promoter's intention to terminate this Agreement and of the specific breach(es) of the terms and conditions by the Allottee due to which the Promoter intends to terminate this Agreement. If the Allottee fails to rectify the breach(es) mentioned by the Promoter within the notice period, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement and upon such termination the Promoter/ Owner, shall be at liberty to dispose of and sell the Unit to such person/entity and at such price as the Promoter may in its absolute discretion think fit and the Allottee shall not raise any claim or objection in respect of the same.
- 8.7 Upon termination of this Agreement, the Allottee shall, if required by the Promoter, enter into a Deed of Cancellation register the same. Upon termination of this Agreement as aforesaid and registration of the Deed of Cancellation, the Promoter 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 Purchase Price of the Unit (which shall stand forfeited) and to refund the

balance (deducting the applicable Stamp Duty, GST, government levies, brokerage and relevant administrative charges therefrom) without interest to the Allottee. Notwithstanding anything contained herein, the refund of the aforesaid amounts to the Allottee shall be subject to registration by the Allottee of the Deed of Cancellation. In the event the Allottee delays in registering the Deed of Cancellation, such delayed period shall not carry any interest payable to the Allottee on the aforesaid amounts pending refund to the Allottee and further, keeping in mind no other complications to be found by the Promoter due to non-registration of the Deed of Cancellation, such delayed period shall also be negatively calculated while working out interest.

9. PROCEDURE FOR TAKING POSSESSION

- 9.1 The Promoter/ Owner, within 7 (seven) days of obtaining the Occupancy Certificate / Completion Certificate (as the case may be) for the Unit, from the concerned governmental authority, shall offer the possession of the Unit to the Allottee in writing.
- 9.2 The Allottee shall accept and take possession of the Unit within 15 (fifteen) days from the date of issue of such notice and shall pay all the amounts due and payable for and at the time of taking possession, as per the Demand Letter and instructions of the Promoter.
- 9.3 For the purpose of receiving possession of the Unit, the Allottee shall pay to the Promoter/ Owner (as the case may be) the balance Purchase Price and all amounts due and payable herein in respect of the Unit and shall also duly execute the necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as required by the Promoter. On fulfillment of the aforesaid, the Promoter shall handover possession of the Unit to the Allottee. In case the Allottee fails to take possession of the Unit within the time provided in this clause, such Allottee shall without prejudice to the Promoter's other rights and remedies for default on the part of the Allottee, continue to be liable to pay the CAM Charges, Corpus Fund, balance Purchase Price and all amounts due and payable by the Allottee against possession along with the applicable interest payable thereon for such delay.
- 9.4 The Allottees shall at the time of receiving possession execute the acknowledgement of receipt of possession of the Unit, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services and works to the Unit and the said acknowledgement shall also include the details regarding verification of carpet area of the Unit and adjustment of price according to variation in the carpet area of the Unit (i.e. subject to 3% variation as specified hereinabove, if any).

- 9.5 At the time of taking possession, the Allottee shall also execute the necessary indemnities and undertakings regarding overall maintenance of the Unit and the Project, payment of contributions to the Governing Body, maintenance and upkeep of the Common Areas & Facilities and any other matters as the Promoter may deem necessary in respect of the Project and the Unit.
- 9.6 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/ Owner towards handing over possession of the Unit to the Allottee, except if such failure is due to the willful default or negligence or act or omissions of the Allottee.

10. RESTRICTED AREAS

- 10.1 The Allottee has specifically consented being fully aware that certain areas and facilities of the Project are/ will be specifically restricted for the exclusive use of specific Units of the Project (hereinafter referred to as the "**Restricted Areas & Facilities**"), after considering various factors in respect of these specific Units (including but not limited to the nature of the Unit, location of the Unit, the owner/ occupants of the Units, nature of the business/ activities being conducted from the Units, etc.) The Allottee has specifically consented that the Promoter may stipulate for any terms and conditions in respect of the access to and usage of these Restricted Areas & Facilities and the Allottee shall adhere to the same. The Allottee hereby accords informed consent with respect to the said Restricted Areas & Facilities and agrees to comply with the terms and conditions as may be stipulated thereof.
- 10.2 The Promoter reserves the absolute rights, title and interest to the Restricted Areas & Facilities and hence the right to alienate, dispose-off, use, deal with the same in such manner as the Promoter thinks fit, for as long as the same does not in any manner affect the area of the Unit or the Unit's Specifications. The Promoter also reserved the right to change the nature and use and purpose of such Restricted Areas & Facilities, for as long as the same does not in any manner affect the area of the Unit or the Unit's Specifications.

11. STRUCTURAL DEFECT & LIABILITY

- 11.1 If within a period of 5 (five) years from the date of handing over possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit is situated or in the material used therein, then, wherever possible such structural defect shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defect, then the Allottee shall be entitled to receive from the Promoter compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 (five) years from the date of handing over possession of the

Unit to the Allottee, on payment of such fee as may be determined by the authority under the Real Estate Act and Rules and Regulations made thereunder, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate Act.

The word "defect" hereinabove and hereunder this Clause 11 shall mean only the manufacturing and workmanship defects caused on account of willful neglect on the part of the Promoter, and shall not mean and include defects caused by normal wear and tear and/or by the negligent use of the Units by the respective allottees/occupants, vagaries of nature etc.

11.2 Provided however notwithstanding the aforesaid Clause 11.1, it is agreed by and between the Parties that :

- (i) The Allottee shall not carry out any alterations of whatsoever nature in the Unit or in the Project, in specific the Allottee shall not carry out any alterations to the structure of the Unit or the Project (which shall include but not be limited to columns, beams etc. or in the fittings therein). It is hereby agreed that the Allottee shall not make any alteration 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 water. If any of the aforesaid works are carried out by the Allottee without the written consent of the Promoter, the defect liability on the part of the Promoter (including as specified under Clause 11.1) shall automatically become void and stand extinguished.
- (ii) It shall be incumbent upon the Allottee to maintain its Unit in a diligent manner and take all due care necessary for the same, including but not limited to regularly filling of the joints in the tiles fitted in the Allottee's Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.
- (iii) Where the manufacture warranty as shown by the Promoter to the Allottee expires before the defect liability period stipulated under Clause 11.1 hereinabove and such warranties are covered under the maintenance of the said Unit/ Project and should the annual maintenance contracts not be renewed by the Allottee and/or Governing Body, the Promoter shall not be responsible for any defects occurring due to the same.
- (iv) The Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in the Unit and Project and the Common Areas & Facilities wherever applicable.

- (v) The Allottee has been made aware and the Allottee expressly agree that the regular wear and tear of the Unit and the Project includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect or any act or omission of the Promoter.
- 11.3 It is further expressly agreed that before any defect liability 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 inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the Unit/Project and in the workmanship executed keeping in mind the terms and conditions agreed hereinabove.

12. EXCLUSIVE AREAS AND FACILITIES

- 12.1 The Allottees hereby acknowledge and agree that notwithstanding anything contained herein or informed to the Allottee prior to the entering of this Agreement, certain areas/spaces/facilities of the Project being/ preferred/ earmarked for "Business & Networking" and "Entertainment & Recreation" shall be considered as "**Exclusive Areas & Facilities**" which shall be retained by the Promoter specifically for the use and disposal at the Promoter's discretion. The Exclusive Areas & Facilities shall be provided by the Promoter on exclusive basis and are not for community or common use of the allottees/occupants of the Units of the Project and shall not be construed as "Common Areas & Facilities" of the Project in any manner whatsoever.
- 12.2 The Exclusive Areas & Facilities shall be under the ownership and control of the Promoter and shall be utilized and deployed by the Promoter in such manner as the Promoter may deem fit, e.g. as conference room, business lounge, library, amphitheater, cafeteria, gamezone, etc. and the Promoter shall be able to change the nature of such Exclusive Areas & Facilities at any time at its discretion, for as long as it doesn't affect the area and specifications of the Unit of the Allottee.
- 12.3 The Allottee specifically acknowledges and agrees that as informed to the Allottee by and under the advertisements in respect of the Project and prior to the entering of this Agreement, the Exclusive Areas & Facilities shall be provided by the Promoter to the allottees of the Units and any person/entity on chargeable basis and exclusively and on such terms and conditions as the Promoter may stipulate (including but not limited to, usage / access charges, fees, timings, rules, regulations, etc.).

- 12.4 The Allottee hereby acknowledges that certain locations of the Project have been earmarked by the Promoter in preference as "Entertainment & Recreation" locations or "Business & Networking" locations and the same may or may not be provided by the Promoter at its preference and discretion. In the event the Promoter provides such preferred locations, the same will be considered as Exclusive Areas & Facilities as and when provided and hence the Promoter shall provide the same to the allottees of the Units and any person/entity on chargeable basis and exclusively and on such terms and conditions as the Promoter may stipulate (including but not limited to, usage / access charges, fees, timings, rules, regulations, etc.).
- 12.5 The Promoter may also provide such Exclusive Areas & Facilities for the exclusive use/ occupancy of any person/ entity of the Project, after considering any factors thereof. Hence, the Allottee acknowledges and agrees that the Exclusive Areas & Facilities shall not be for the exclusive use of the Allottee or common use of the allottees/occupants of all the Units, but all rights, title and interests thereto shall vest with the Promoter and may be provided by the Promoter for the usage of the occupants of the Project at the terms and conditions specified by the Promoter and the Allottee shall not have any claim in respect thereof.
- 12.6 The Promoter shall be entitled to dispose-off any Exclusive Areas & Facilities or discontinue the provision of the same at any time and the Allottee shall not have any objection thereof. The Allottee hereby confirms and agrees that the aforesaid rights, title and interest of the Promoter to the Exclusive Areas & Facilities shall be throughout and even after the formation and handover of the Project to the Governing Body.

13. COVENANTS, RESERVATIONS, CONDITIONS IN RESPECT OF THE UNIT

The Allottee hereby agrees that the Unit is agreed to be sold to the Allottee subject to the following:

- 13.1 Any scheme or reservation affecting the Project Land or any part(s) thereof made/ to be made by any governmental authority concerned including the terms, covenants, stipulations and conditions contained in the Definitive Documents and any documents relating to the Project Land.
- 13.2 The Allottee hereby agrees that it shall be responsible and liable for undertaking all the internal changes in the Unit and in the event there is any wiring, plumbing, ducting or any work required by the Allottee in / through the Common Areas & Facilities of the Project or any area outside of the Unit, for the purpose of the Allottee, the Allottee shall undertake the same at its own costs, expenses and responsibility and after prior written permission of the Promoter. Further, the Allottee shall in no way damage or disturb any of the any areas of the Project or any of the systems of the Project (e.g wiring, plumbing, ducting, fire-fighting, air-conditioning, any work etc.) and shall

indemnify the Promoter from and against all works carried on by the Allottee in respect of the aforesaid. The Allottee shall abide by the Promoter's designated areas for installation of their utilities and connections including air-conditioners to ensure that the aesthetics and designing of the Project is not impacted or affected and the Allottee shall undertake the same at the Allottee's own costs and expenses.

- 13.3 Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the Project Land and the Project, in general and for the benefit of any class of owners/ occupants of the Units of the Project or any part thereof, including the absolute and irrevocable right of the Promoter to exclusively and absolutely use and utilize as specified hereinabove the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the Project Land.
- 13.4 All the terms and conditions ensuring for the benefit of the persons as contained in the Definitive Documents and any agreements between such persons and the Promoter/Owner and all orders/permissions/sanctions/approvals/licenses/registrations/NOCs of any governmental authority in respect of the Project Land and/or the Project.
- 13.5 All the terms and conditions stipulated by the Promoter respect of the Common Areas & Facilities, Exclusive Areas & Facilities, Restricted Areas & Facilities to be provided.
- 13.6 The following specific terms and conditions:
- a. The access to the Unit shall be as per the Sanctioned Plan and/or revisions thereto as approved from time to time.
 - b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoter and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - c. The elevations and finishing material of the building of the Project, both externally and internally, will not be permitted to be changed under any circumstances.
 - d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee, shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter and the R.C.C Consultant of the Promoter.
 - e. The Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted and strictly no butcher shop, meat shop or such

other incidental or similar activity would be permitted without the prior consent of the Promoter.

- f. The Promoters shall, in respect of any amounts remaining unpaid by the Allottee under the terms and conditions of this Agreement have first lien and charge on the Unit agreed to be purchased by the Allottee herein.

14. CAM CHARGES, CORPUS FUND & UTILITIES CHARGES

- 14.1 The Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Unit) of outgoings in respect of the said Project Land and the Project (including 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 and Project and the Common Areas and Facilities of the Project) (hereinafter referred to as "**CAM Charges**"), in the manner specified hereunder.
- 14.2 Until the Governing Body is formed and the Project Land and the Project is conveyed to the Governing Body, the Allottee shall pay to the Promoter the CAM Charges in the manner specified hereunder. The Allottee hereby agrees that notwithstanding and irrespective of the date on which the Allottee receives the possession of the Unit or the date on which the Occupancy Certificate/ Completion Certificate for the Unit is received, the CAM Charges for each and all the Units of the Project shall be leviable and payable from the date of the which the first possession of a unit of the Project is being handed over to the concerned allottee (hereinafter referred to as the "**First Possession Date**"). Hence, the Allottee hereby acknowledges that the CAM Charges for the Allottee's Unit shall be leviable and payable for from the First Possession Date and the Allottee hereby agrees to pay the same from the First Possession Date.
- 14.3 The Allottee hereby agrees that the Allottee shall on the date of receiving possession of the Unit or from the date of Completion Certificate/ Occupancy Certificate of the Unit (whichever is earlier, advance to the Promoter a sum equivalent to 24 (twenty four) months CAM Charges which is presently estimated to be Rs. 1,14,240/- . Further, the Promoter shall on the date of receiving possession of the Unit or from the date of Completion Certificate/ Occupancy Certificate of the Unit (whichever is earlier) reconcile the CAM Charges to ensure that the Allottee has paid the CAM Charges from the First Possession Date and in case the Allottee has not paid CAM Charges for any period from the First Possession Date, the Allottee shall be liable to bear the CAM Charges for such concerned period and contribute such further amounts to the Promoter as per the Demand Letter issued in that behalf so as to equalize and ensure that the contribution of each of the allottees of

the Units in the entire Project towards the CAM Charges is being paid from the First Possession Date.

- 14.4 After the expiry of the 24 (twenty four) months for which the aforesaid advance CAM Charges has been paid, the Allottee shall pay the CAM Charges in such manner and at such rate as may be specified by the Promoter/ Governing Body (as the case may be) in the Demand Letter issued for the same and the Allottee shall pay such CAM Charges without any delay. The CAM Charges shall be levied on a monthly, quarterly, yearly, lumpsum basis or such other manner as may be decided by the Promoter/ Governing Body (as the case may be) and in case the Allottee delays or defaults in payment of such CAM Charges, the Allottee shall be solely responsible and liable for all consequences therefrom.
- 14.5 The Allottee hereby agrees that the Allottee shall pay a sum of Rs. 71,400/- towards a **"Corpus Fund"** which shall represent the funds recovered by the Promoter from the allottees of all the Units of the Project and such Corpus Fund shall be in addition to the abovementioned CAM Charges, to be utilized for the upkeep and maintenance of the Project Land, Project and the Common Areas & Facilities and which shall at all times represent a contingency fund in case of shortfall in the CAM Charges. The Allottee hereby agrees that the Promoter shall utilize the Corpus Fund specifically not only for making up for the shortfall in CAM Charges, but also for any additional facilities, necessary levies, etc. or anything as the Promoter may deem fit and necessary for the upkeep and maintenance of the Project, Project Land and/or the Common Areas & Facilities of the Project. The Allottee agrees to pay the aforesaid amount for its contribution to the Corpus Fund, to the Promoter or before the Allottee takes possession of the Unit agreed to be purchased herein. The Promoter shall deposit the Allottee's contribution to the Corpus Fund along with the contributions received from the other allottees of all the Units of the Project, in a separate bank account opened for that purpose. The Promoter is entitled to deploy and invest the Corpus Fund amounts in such manner and through such modes as it deems fit and necessary and the interest / returns accrued on such Corpus Fund shall be applied by the Promoter for meeting all expenditure for the upkeep and maintenance of the Project Land, Project and/or the Common Areas & Facilities, at the discretion of the Promoter. Upon the conveyance of the Project and the Project Land to the Governing Body, the Promoter shall transfer all balance amounts of the Corpus Fund (without the interest/ returns generated or derived therefrom) to the account of the Governing Body.
- 14.6 The Allottee shall bear and pay the costs, charges, fees, amounts for the utilities installed in respect of the Unit (including but not limited to the water, electricity, DG charges, etc.) (hereinafter referred to as the **"Utilities Charges"**) at actuals and as per the meter reading of the sub-meter/ meter installed in respect of the Unit (as applicable). The Promoter/ Governing Body (as the case may be)

shall raise the demand for the same at the applicable charges/ rates thereof. The Allottee shall pay and clear the aforesaid Utilities Charges as per the Demand Letter and payment instructions for the same, without any delay. The Allottee hereby specifically agrees that the Utilities Charges are not and shall not be included in the CAM Charges or in the Corpus Fund and shall be payable by the Allottee for the Allottee's Unit as and when payable, from the date of receiving possession or from the date of receiving the Occupancy Certificate/ Completion Certificate of the Unit (whichever is earlier).

- 14.7 The Allottee shall bear and pay the taxes levied in respect of the Unit, as and when payable, from the date of receiving possession or from the date of receiving the Occupancy Certificate/ Completion Certificate of the Unit (whichever is earlier).
- 14.8 The Promoter has notified the Allottee and the Allottee is aware that the Common Areas & Facilities for the Project are to be shared by all the allottees/occupants of the Units of the Project, subject to payment of all amounts payable thereof (including the CAM Charges, Corpus Fund, etc.) mentioned in this Agreement; and that the Common Areas & Facilities will be completed on or before the full completion of all phases of the Project, whereby the amenities and facilities comprised therein may not be available for use or enjoyment till such time all the phases of the Project is completed.
- 14.9 The amounts paid by the Allottee to the Promoter towards CAM Charges, Corpus Fund, shall not carry any interest payable for the Allottee and remain as a non-refundable amount with the Promoters until a conveyance of the Project Land and the Project in favour of the Governing Body. On the said conveyance, the CAM Charges and the Corpus Fund shall be handed over by the Promoter to the Governing Body (after deduction of the expenses undertaken therefrom by the Promoter and without any interest/ returns which may be generated/ derived therefrom).
- 14.10 It is agreed that the non-payment or default in payment of outgoings on time by Allottees (including towards the CAM Charges, Utilities Charges, Corpus Fund) 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 hereinabove.
- 14.11 The Promoter reserves the right and authority to the following:
- i. To have the maintenance of the Project Land, the Project, Common Areas & Facilities undertaken through any person/entity engaged or appointed by the Promoter for the same.
 - ii. To provide services in respect of the Project and the Common Areas & Facilities through any person/entity engaged or appointed by the Promoter for the same

The Allottee hereby agrees that the Promoter shall appoint/ engage the person/entity for undertaking any of the aforesaid services in respect of the Project and/or the Common Areas & Facilities on such terms and conditions as the Promoter may deem fit and the Allottee shall be liable to bear the proportionate share (on the basis of the Allottee's Unit) for the payments of all amounts to/for such person/entity (e.g. salary, fees, charges, costs, expenses, etc.) at actuals.

14.12 During the time period that the upkeep and maintenance of the Project, Project Land and the Common Areas & Facilities is being undertaken by the Promoter, the Promoter shall be responsible for cost of billing, collections, accounting and book keeping, banking formalities and managing the affairs of same.

14.13 The Allottee herein admits and confirms that the Promoter or the Owner should not be liable to share any CAM Charges, Corpus Fund and/or Utilities Charges in respect of unsold Units or any Restricted Areas & Facilities or any Exclusive Areas & Facilities of the Project.

14.14 The Allottee hereby authorizes the Promoter to collect any amounts as it deems fit directly from the accounts maintained for the CAM, Charges and Corpus Fund, as is required from time to time and the Allottee shall not object or dispute or require justifications (e.g. breakups, etc.) of the utilization of the same.

14.15 If the Allottee fails to pay the outstanding CAM Charges, Corpus Fund, Utilities Charges or any other amounts as per this Agreement, then the same will be treated as charge of the Promoter on the Unit and the Promoter shall have the right to treat the non-payment as a breach of this Agreement and entitle the Promoter to terminate this Agreement as stated hereinabove. Further, the Promoter shall also have the right to restrict or prohibit the Allottee from using any of the areas/ facilities of the Project in case such Allottee has not paid the amounts towards outstanding CAM Charges, Corpus Fund, Utilities Charges or payables under this Agreement. If the Allottee has any of the aforesaid amounts outstanding and in arrears upon the conveyance of the Project and the Project Land to the Governing Body, the same will need to be paid by the Allottee to the Governing Body and the Promoter shall not be accountable or liable for the same and the responsibility to recover such amounts outstanding and in arrears shall be of the Governing Body.

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ OWNER**

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

- i. The Owner has a clear and marketable title to the Land and the Promoter holds valid and subsisting development rights with respect to the said Project Land; as declared in the Title & Search Report annexed hereto and the Promoter 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 commence and carry out development of the Project and shall obtain requisite approvals from time to time as required under applicable laws for completing the development of the Project.
- iii. There are no encumbrances upon the Project Land or on the Project except those disclosed herein and/or in the Title & Search Report/ Certificate annexed hereto;
- 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 & Search Report/ Certificate annexed hereto;
- v. All approvals, licenses, permits, orders, sanctions, NOCs, issued by the concerned governmental authorities with respect to the Project Land and the Project are valid and subsisting and have been obtained by following due process of the applicable laws. Further, all approvals, licenses, permits, orders, sanctions, NOCs, with respect to the Project Land and the Project shall be obtained from the concerned governmental authorities by following due process of applicable laws and the Promoter has been and shall, at all times, continue to be in compliance with all applicable laws in relation to same.
- vi. The Promoter and the Owner have 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 in/to the Unit, may prejudicially be affected;
- vii. The Promoter and the Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person/ entity with respect to the Project Land (including the Project and the Unit) which will, in any manner, affect the rights of Allottee under this Agreement to the Unit;
- viii. The Promoter and Owner confirm that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed for the conveyance of the Project Land and the Project in favour of the Governing Body, the Promoter shall handover lawful, vacant,

peaceful, physical possession of the Common Areas & Facilities of the Project to the Governing Body;

- 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 Project to the concerned governmental authorities upto the date of receipt of the Completion Certificate/ Occupation Certificate (as the case may be) and subject to the terms and conditions specified herein;
- xi. No notice from the government (i.e. any governmental authority) or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter or the Owner in respect of the Project Land and/or the Project except those disclosed in the theTitle & Search Report/ Certificate annexed hereto.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ALLOTTEE

The Allottee with the intention to bring all person/entity into whosoever hands the Unit may eventually come, hereby covenants with the Promoter as follows :-

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Unit being handed over to the Allottee and not to do or cause to be done anything in or to the Project and/or the Unit which may be against the rules, regulations or bye-laws of the Promoter/ Governing Body or against applicable laws.
- ii. Not to change/alter or make addition in or to the Unit or the Project or any part thereof without the consent of the concerned governmental authorities, if so required under any applicable laws.
- iii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction in the Project. The Allottee shall not keep, install or use any equipment in any area outside the Unit or on the façade/ elevation of the Project or outside the Project, without the prior written permission of the Promoter and the Promoter may deny such permission if the Promoter believes it shall hamper the Project's aesthetic, uniformity, functioning, elevation, or disturb the Project or the occupants in any manner.

- iv. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or the Unit or storing of which goods is objected to by any governmental authority, and in case any damage is caused to the Project or the Unit on account of negligence or default of the Allottee in respect of the aforesaid, the Allottee shall be liable for all the consequences arising therefrom.
- v. To take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Project, including entrances and Common Areas & Facilities of the Project, and in case any damage is caused to the Project or the Unit on account of negligence or default of the Allottee in respect of the aforesaid, the Allottee shall be liable for all the consequences arising therefrom.
- vi. To carry out at the Allottee's own costs and expenses all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee provided that for the defect liability period specified under Clause 11.1 hereinabove, such repairs shall be carried out by the Allottee with the written consent and the supervision of the Promoter and shall not do or suffer to be done anything in or to the Project or the Unit which may be contrary to the rules and regulations and bye-laws of the Governing Body/ Promoter or any applicable laws. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be solely responsible and liable for the consequences arising therefrom.
- vii. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in / to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the Unit without the prior written permission of the Promoter and/or Governing Body.
- viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project or the Project Land.

- x. Not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the Sanctioned Plans in / to the structure or construction of the Unit.
- xi. Not to make any demand to change the existing plans and/or any changes in the plan of the Unit annexed hereto or the Unit's Specifications mentioned hereinbelow. The Promoter shall not refund any amount for deleting items of Unit's Specifications on request of the Allottee.
- xii. Pay to the Promoter within fifteen days of demand by the Promoter, the Allottee's share of deposit demanded by the concerned governmental authority for giving water, electricity, DG, or any other service connection to the Project and such deposits will lie with the Promoter interest free for the utilization of above purposes.
- xiii. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned governmental authority, either due to any change or amendment in the applicable laws or on account of change of user of the Unit by the Allottee to any purposes other than for purpose for which it is sold and such amount until utilization shall lie interest free with the Promoter.
- xiv. 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 Unit until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee has not been guilty of breach/ non-observance of any of the terms and conditions of this Agreement.
- xv. The Allottee shall intimate in writing to the Promoter and obtain the prior written consent of the Promoter before letting, sub-letting, transferring, assigning or parting with interest or benefit factor of this Agreement or parting with the possession of the Unit at any hereafter.
- xvi. The Allottee shall observe and perform all the bye-laws, rules and regulations which the Governing Body 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 Project and the Units therein and for the observance and performance of the applicable laws of the concerned governmental authority.

- xvii. The Allottee shall observe and perform all the stipulations and conditions laid down by the Governing Body / Promoter regarding the occupation and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xviii. Till a conveyance of the Project Land and the Project in favour of the Governing Body, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project or any part thereof to view and examine the state and condition thereof.
- xix. The Promoter shall be liable to pay only the Municipal Property Taxes, at actuals, in respect of the unsold Units of the Project and other areas of the Project, in the Promoter's ownership and possession. The Promoter shall, for the unsold Units pay to the Governing Body, a token sum of Rs. 50 (Rupees Fifty Only) per month for each of the unsold Units towards the non-occupancy charges and other outgoings in respect thereof till such time as they are sold and disposed-off whereafter the prospective allottee will undertake the liability of all the future payments in respect of the said concerned Units.

17. OTHER DECLARATIONS, COVENANTS, REPRESENTATIONS OF THE ALLOTTEE

- 17.1 The Allottee hereby agrees that it shall not raise any objection in the manner of allotment or sale or usage of any Units / areas of the Project on any ground (including but not limited to grounds of nuisance, annoyance or inconvenience etc.).
- 17.2 The Allottee herein is aware and confirms that the Promoter has absolute right to exclusively allot/ reserve/ authorize/ earmark any area under the Project for hoarding, signage, transformer, DG set etc. to the Allottee of any Unit of the Project or to any person/entity .
- 17.3 The Promoter may themselves or through any other person/entity in the Promoter's sole discretion allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae for cable/ satellite television, wireless, paging, mobile, cellular, broadband services, on the Project building and derive appropriate income and revenue thereof in the Promoter's own rights and name. The Promoter shall be entitled to erect hoardings on the Project's building and to sell or let/ lease the same and to receive income and derive revenue thereof in any manner and such hoardings shall be under the ownership and control of the Promoter and the Project will be conveyed by the Promoter to the Governing Body subject to the said rights of the Promoter to receive income and derive revenue thereof.

- 17.4 The Allottee shall not affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project's building and/or in any part of the Project (except the Allottee's name plate at the place designated thereof by the Promoter and as per the specifications of the Promoter/Governing Body), without the prior written permission of the Promoter/ Governing Body.
- 17.5 The Promoter shall in its discretion and either by itself or through any authorized person/entity, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in/ around the Project and in/on/around the building till conveyance to the Governing Body of the Project. The Promoter shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter shall have full rights, in its discretion, to install its name/s and any intellectual property of the Promoter at one or more places or in or upon or around the Project and/or in any Common Areas& Facilities of the Project and/or at the entrances and exits of the Project. The Promoter have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 17.6 ThePromoterhave duly intimated to the Allottee that as per prevailing Development Control Rules, mandatory REFUGE AREA will be required to be provided for while executing the further phase of the Project and the said REFUGE AREA shall be kept open for assembly of all owners/ occupants of the Units from all floors of the Project's building in case of unexpected accidental or troublesome incidences or casualty. Such REFUGE AREA shall at all times required to be kept open and unoccupied by all Allotteesin all phases of the Project. The Allottee, along with the other Allotteesof all the Units, shall maintain the REFUGE AREA, at their own responsibility and efforts. Immediately after formation of the Governing Body or the Ad-HocGoverning Body, the responsibility of management and maintenance of this REFUGE AREA shall vest with the Governing Body and the Governing Body shall be solely responsible to manage and maintain such space at its own cost, responsibility and risks, without making the Promoter in any way liable or responsible for the same. The Allottee shall not dump or store any material in the Refuge Area and shall ensure that it shall not do anything whereby the Refuge Arae does not remain vacant and open for all times.
- 17.7 The Promoter has intimated the Allottee that, at the Promoter's discretion and in view of certain sanctions in respect of proposed additional upper floors of the Project, the Promoter will receive sanctions from time to time and thereupon duly implement the same accordingly. The Allottee has accorded its specific and irrevocable consent and concurrence thereto and further agrees that it shall not interfere or hinder in the said development and shall indemnify and keep harmless the

Promoter from and against any loss or damage suffered by the Promoter as a consequence of the Promoter being denied or deprived of the aforesaid sanction or any rights in respect of the same.

- 17.8 The Allottee hereby irrevocably consents and authorizes the Promoter to represent it in all matters regarding property tax assessment and reassessment before the concerned municipal authorities and decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the final conveyance of the Project to the Governing Body, represent the Allottee and its interest and give consent, NOCs 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 and whatever acts so done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.
- 17.9 Nothing contained in this Agreement is intended to be or shall be construed to be a grant, demise or assignment in law, of the Units and Project or any part thereof in favour of the Allottee. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to it and all Common Areas & Facilities will remain the property of the Promoter until the Project is conveyed to the Governing Body.
- 17.10 In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired / surrendered by the Promoter and/or the Owner for availing of FSI/FAR/TDR etc. the Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoter deems fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee and the Governing Body shall not be entitled to raise any objections in this regard.
- 17.11 The Allottee is aware of the fact that the construction of the Project is undertaken by the Promoter in a phase wise manner and the Allottee hereby accords its consent to the Promoter to revise plans in such manner as may be required by the Promoter, without causing any prejudice to the Unit agreed to be sold to the Allottee herein. Furthermore, the Allottee herein also accords its irrevocable consent for transfer and/or assignment of rights of the Promoter herein in favour of any third party, subject to no prejudice being caused to the Unit agreed to be sold to the Allottee herein.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, the Promoter shall not mortgage or create a charge on the Unit 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 agreed to purchase the Unit herein. The Promoter however shall be allowed to obtain any finance in any manner whatsoever in respect of the Project and the Project Land, without requiring the prior consent of the Allottee for as long as the Allottee's Unit is not encumbered by such finance.

19. COST OF PROVISION OF WATER TO THE PROJECT

As mentioned above, the said Project Land is situated within the limits of the Pimpri Chinchwad Municipal Corporation (PCMC). However, at the time when the Promoters submitted the building layout and building plans in respect of the Project Land for sanction to the Pimpri Chinchwad Municipal Corporation, the Pimpri Chinchwad Municipal Corporation has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the Project Land and which undertaking has been taken by the said Pimpri Chinchwad Municipal Corporation from the Promoter. The Promoter, shall at the appropriate time, make application to the Pimpri Chinchwad Municipal Corporation for municipal water connections of the requisite capacity for the Project and the Promoter shall make payment of the necessary charges in respect of such water connections to the said Pimpri Chinchwad Municipal Corporation. However, until such time as such municipal water connections are provided by the Pimpri Chinchwad Municipal Corporation and the same become operational and until such time as the municipal water supply through such connections is adequate for the needs of the allottees/ occupants of Units in the Project, the Promoter proposes to procure water for the requirement of the allottees/ occupants of the Units in the Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the Project are to be borne and paid by the allottees of the Units in the Project on a pro-rata basis. Such cost of provision of water to the Project shall be deemed to be part of the expenses and outgoings of the Common Areas & Facilities of the Project. In the aforesaid circumstances, from out of the amounts contributed by the Allottee herein and the allottees of other Units in the Project towards the expenses and outgoings of the Common Areas & Facilities of the said Project, the Promoters shall defray the costs of making provision for water. Hence, the Allottee also agrees to pay additional charges for tanker/bore well water until the water is made available to the Unit and even if thereafter tanker/bore well water is available in case of any shortfall in the water supply. The Promoter is not required to pay for water for individual allottee or for the Common Areas & Facilities in case the Allottee does not pay its share of the additional charges for the same as and when demanded for by the Promoter.

20. SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of the amounts received by the Promoter from the allottees of the Units for the amounts received as an advance or on account of the share capital for the promotion of the Governing Body or towards the CAM Charges and Corpus Fund, Infrastructure and Development Charges and the Promoter shall utilize the amounts only for the purposes for which they have been received.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee; and secondly, the Allottee appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee 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 fails to 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 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.

22. 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 Unit (including but not limited to the Allotment Letter, if any)

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE/S

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

25. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws thereof, 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 the concerned provisions of the applicable laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in of the Units in the Project, the same shall be in proportion to the carpet area the Allottee's Unit herein bears to the total carpet area of all the other Units in the Project.

27. **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.

28. **PLACE OF EXECUTION**

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

The Promoters shall present this Agreement as well as the deed of conveyance to the Governing Body at the proper registration office within the time limit prescribed under applicable laws thereof and the Allottee will attend such office and admit execution thereof.

29. **NOTICES**

That all notices to be served on the Allottee and the Promoter and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owner by Registered Post A.D or notified Email ID at their respective addresses specified below:

For Allottee

Name : _____

Address : _____

Email ID: _____

For Promoter

Name : _____

Address : _____

Email ID: _____

For Owner

Name : _____

Address : _____

Email ID: _____

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

30. JOINT ALLOTTEES

In case there is more than one Allottee (i.e. Joint Allottee), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her hereinabove, which shall for all intents and purposes be considered as properly served on all the Allottees.

31. GOVERNING LAW

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 exclusive jurisdiction, subject to the provisions of the Real Estate Act and the concerned authority thereunder 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.

32. STAMP DUTY

All Stamp Duty, Registration Fees and charges/ expenses towards registration of this Agreement as applicable hereto shall be borne and paid by the Allottee herein.

The Stamp Duty is affixed hereto on the document value which is more than the market value of the Unit as fixed by the Office of the Registrar of Assurances, Pune.

The Parties hereto confirm that the Allottee has agreed to purchase the commercial Unit as an Investor and hence the Allottee reserves its right to claim stamp duty set off/adjustment of the amount already paid on this Agreement in the event the Allottee resells the Unit to a subsequent person/entity.

SCHEDULE A

(LAND)

ALL THAT PIECE AND PARCEL of land admeasuring 25,791 sq. ft. i.e. 2396.4 sq. mtrs.(as per Property Card) i.e. 23.96 Ares out of Survey No. 35, Hissa No. 1+2/2 (New Survey No 35 Hissa No.1+2/2/2 (corresponding CTS No. 5764), totally admeasuring 00 Hectare 46 Ares as per 7/12 extract (4392 sq.mtrs. as per property card extract) lying and situated at Village Pimpri Waghere, within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Haveli, District Pune and bounded as under :-

ON OR TOWARDS THE

NORTH : Sr. No. 35

SOUTH : Part of Sr. No. 35/1+2/2

EAST : Part of Sr. No. 35/1+2/2 (South- East) and Morwadi Road (North East)

WEST : Part of 1+2/2

alongwith all the rights, title, interest, claims, easements, things attached and all ancillary and supplementary and incidental rights of the therein.

SCHEDULE B

(PROJECT LAND)

ALL THAT PIECE AND PARCEL OF THE LAND being an area admeasuring 1812.65 sq. mtrs out of the said Land more particularly described in the SCHEDULE-A above and calculated as mentioned in recitals herein above.

SCHEDULE C

Unit being Office/ Showroom/Shop. Bearing No _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in the project “**The Work Club Phase I**”of the commercial Project “**The Work Club**”being constructedon the Project Land described in Schedule-B hereinabove.

SCHEDULE D

DESCRIPTION OF THE SPECIFICATIONS OF THE UNIT

Key Specifications – Commercial Unit / Shop / Showrooms /Offices

- 1. GENERAL SPECIFICATIONS:**
 - a. RCC Framed Structure.
 - b. Internal and external walls or Facade Elevation as per structural requirement

- 2. Plastering and Painting**
 - a. Internal walls with Gypsum/POP finish
 - b. Internal painting Oil bond Distemper
 - c. External wall with Sand Plaster with Acrylic Paintor as per the Facade Elevation

- 3. Doors and Windows**
 - a. Shutter or decorative doors with Required fittings

- 4. Electrical**
 - a. Electrical modular switches & DB Box

- 5. Flooring**
 - a. Vitrified flooring

- 6. Fire Safety**
 - a. Fire fighting system as per PCMC norms for building

- 7. Lift**
 - a. Lifts of reputed make

NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.

SCHEDULE E
COMMON AREAS& FACILITIES

Sr. No	Location	Specifications
1.	Common general areas – Flooring/Painting	The entire structure excluding the individual Unit/ Shops / Showrooms / Offices that is the common lobbies, common passages with ceramic / Vitrified tile flooring and oil bound distemper finish on walls and ceiling, common staircases (including fire staircases and excluding area earmarked for Promoter), overhead water tank, foundations, columns not considered in the carpet area.
2.	Common driveways	Common driveways with interlocking pavers or other finish as per the choice of the Promoter and street lighting.
3.	Underground Water Tank	Underground water tanks with pumps and water plumbing network.
4.	Electrification	Electrification for the common areas as per electrical consultant.
5.	Equipments	Equipment provided including a. Diesel Generator, with capacity to run common lights, fire pumps, with factor 60% Diversity Ratio b. Fire protection systems as per the Fire NOC
6.	Compound Wall	Compound wall of height of 1.2 meters. NOTE 1. The promoter may at his discretion increase/improve the specifications provided herein above, however shall in no case dilute the same. Detailed specifications shall be as advised by the respective consultants and the decision of the Promoter shall be final.
7.	Finishes and materials	The finishes and materials used for the common areas shall be as per the discretion of the promoter and any marketing representation is purely for the purpose of understanding the spatial aspects of the areas shown and not as a commitment of the finishes and specifications.

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 within named Promoter, i.e. ‘M/S. RAVIMA VENTURES , through its authorized Partner,		
Sign	Photo	Thumb Impression
Sign:- SHRI. GAURAV RAVINDRA GADIYA		
Promoter		
SIGNED, SEALED AND DELIVERED by the within named Confirming Party, i.e. ‘M/S. ASHTIKA VENTURES , through its constituted Attorney,		
Sign	Photo	Thumb Impression
Sign:- SHRI. ASHWIN ADSUL		
Confirming Party/Owner		
SIGNED, SEALED AND DELIVERED by the within named Purchaser/s		
Sign	Photo	Thumb Impression
Purchaser/s		

WITNESS NO. 1	WITNESS NO. 2
Sign:	Sign:
Name:	Name:
Add. :	Add. :

१५०४
१०/११/१९

विविधी / विविधी / ६१/२०१८ दि. ६/०६/२०१८ करिता

मार्ग क्र. १०२५७७३०००२३८८

पिंपरी चिंचवड महानगरपालिका, पिंपरी ४११ ०१८.दि. २१/१८

(सामाजिक न्यायसंगत विकासाचे क्षेत्र व विकास क्षेत्राचे क्षेत्र)

(सामाजिक व समाजाच्या विकासाचे क्षेत्र व विकास क्षेत्राचे क्षेत्र)

(सामाजिक विकासाचे क्षेत्र)

सुधारित

बांधकाम आणि कार्याकरिता दाखला

सदर बांधकाम आणि कार्याकरिता दाखला आणि बांधकामाचे संगतीपत्र महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ ची कलम ४५ यातील तरतुदीप्रमाणे आणि महाराष्ट्र महानगरपालिका अधिनियम २०१२ ची कलमे (संशोधन) २५३ व २४५ यातील तरतुदीप्रमाणे जाहीर अटीवर देण्यात येत आहे.

पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८.

क्रमांक: बी.पो. / विविधी / १३४ / २०१८

दिनांक: ०६ / ०५ / २०१८

श्री. / श्रीमती. / म. विवेका डेव्हलपर्स सर्वे भागदार गौरव बांधकाम

व्याप: ला. आ. / बिल्डिंग श्री. विवेका कुलकर्णी

पत्ता - पंजाब नवमी भाग, ला. कोर्टेन रोड फ्लो ४

यांना

पिंपरी चिंचवड महानगरपालिका बांधकाम

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ चे कलम ४५ आणि महाराष्ट्र महानगरपालिका अधिनियम कलमे (संशोधन) २५३ व २४५ अन्वये पिंपरी चिंचवड महानगरपालिकेच्या सीमेंटींग मॉडे विविधी.

वेधील सर्व्हे नं. सेटी सर्व्हे नं. ५०६४.००

प्लॉट नं. मधील बांधकाम करण्यासाठी तुरुटी महानगरपालिकेला अर्ज दाखल केला तो दिनांक २/०५/२०१८

रोजी प्राप्त झाला. बांधकाम बांधकाम करण्यासाठी खाली नमूद अटीवर व जादा अट क्र. से ३३२. नुसार

पुनर्जात संमतीपत्र देण्यात येत आहे.

- १) सोपवक्या मंजूर नकाशात दाखविण्याप्रमाणे प्रत्यक्ष जागेवर बांधकाम करणे बांधकामात आहे.
- २) सोपवक्यात काम आल्यानंतर नगररचना व विकास विभागाने सेटबॅक तपासून घ्यावेत. त्याशिवाय जीजावरील काम सुरू करू नये.
- ३) सोपवक्या मंजूर नकाशात नमूद करण्यात आलेल्या अटीवर हे संमतीपत्र देण्यात येत आहे.
- ४) ज्या भूखंडावर नवीन इमारत बांधकाम करण्यात आले आहे त्या इमारतीच्या भोगवटा दाखला माल्याच्या पूर्वी विकसकाने इमारतीसमोर केनाईड बोलच्या आत व बाहेर आहे वाढून जी व्यवास्थित वाढविण्याच्या दृष्टीने गोळा हो खपवता करवी त्या शिवाय भोगवटा दाखला मिळणार नाही. रस्त्यावरील झाडांना वारं ते संरक्षण कुण्ठ विकसकाने करावयाचे आहे तसेच महानगरपालिकेच्या इच्छित नियमांनुसार योग्य ती अनामत रक्कम कोषागारात भरणे बांधकामक आहे.
- ५) इमारतीचा भोगवटा दाखला देताना रस्त्यावरील व आगीत जाणून टाकण्यात जाऊन इमारतीचा राडापोडा उचलून आला साप बेल्लाशिवाय जीजा डिबल केला जाऊन नाही.
- ६) नवीन बांधकाम सुरू करतांना संबंधित जागेमध्ये कोडे असल्यास जी टी. डी. कॅमेराद्वारे पूर्णपर्याप्तरी वेतल्याशिवाय तोडू नयेत त्याच्या कार्यक्षेत्रावर कार्यही करण्यात येत. याचा नोंद घ्यावी.
- ७) आपण संबंधित बांधकाम हे महाराष्ट्र महानगरपालिका अधिनियम २०१२ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ नवीन तरतुदीचा अर्ज बळक सधन अधिकाऱ्याची पूर्ण परवानगी न घेता सुरू केल्याबद्दल/तसेच इकडील मंजूर नकाशाप्रमाणे बांधकाम न करता त्यात बदल व पेरपार करून या बांधकामाचे सुधारित नकाशास पूर्ण परवानगी न घेता बांधकाम वेळोवेळी इमारतीचे भोगवटा पत्रक न घेता भोगवटा केल्याबद्दल, आपणाविरुद्ध विरुदांनुसार दंडात्मक कार्यवाही करण्याचा माल्या, या हक्क राखून ठेवला आहे.
- ८) बांधकाम करीत असताना बांधकामाचा नियमना राडापोडा कार्जनिष्ठ रस्त्यावर भवता चै परवानगी शिवाय डेबला घेणार नाही. जर हे साहित्य सापेक्षाने जगेकर डेबलाचे आढळल्यास त्यासाठी सुधारित नियम नियंत्रण नियमावलीतील तरतुदीनुसार रु. ३०००/- प्रति दिन बांधकामाचे दंड आकारण्यात येईल.
- ९) पाणी पुरवठा, जलनिःसारण, उपात, अग्निशामक दलाचे आवश्यक शिमाणे ना ठरवत डावडे इकडे रादर काढित.
- १०) इमारतीच्या तळमजल्यावर गाळेधारकाच्या वारे जरीवेलेली टपालपेट्री सुयोग्य ठिकाणी बसविणे बांधकामक राहिल.
- ११) विकास आराखड्यातील रस्ता केंद्री बांधकाम क्षेत्र नियमानुसार महानगरपालिकेच्या ताब्यात देणे बांधकामक आहे.
- १२) इमारतीच्या रातोड कार्जिस्ट (आर.टी.सी.) कामाच्या सर्व बाजूकरीत आमार व आकारासाठी बांधकामाचा नगर कर नये त्यासाठी सोबती आकाराचा बापर वरण बांधकामक राहिल.

Annexure B


Maharashtra Real Estate Regulatory Authority
REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P52100021171
Project: THE WORK CLUB PHASE Plot Bearing / CTS / Survey / Final Plot No.: 5764 at Pimpri Chinchawad (M Corp.), Haveli, Pune, 411018;

1. **Ravima Developer** having its registered office / principal place of business at **Tehsil: Haveli, District: Pune, Pin: 411001.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **14/06/2019** and ending with **30/04/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid



Dated: **14/06/2019**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Annexure E

[illegible]

Annexure F

STAMP OF APPROVAL

Sanction No. RP / Pimpri / 34/2019
 Subject to conditions mentioned in the
 Office Order No. 915119
 dated 01/11/19

Project
 Date: 9/05/2019

[Signature]
 Executive Engineer
 Pimpri Chinchwad Municipal Corporation

A) AREA STATEMENT		SQ. M
1. AREA OF PLOT		2798.68
2. DEDUCTIONS FOR		
(a) ROAD SET BACK (RAW)		0.00
(b) PROPOSED ROAD (RPR)		258.31
(c) ANY RESERVATION		0.00
(d) INDZ AREA		227.72
(e) ENCROACHMENT AREA		0.00
(f) OTHER		486.03
TOTAL (a+b+c+d+e+f)		1812.65
3. BALANCE AREA OF PLOT (1-2)		
4. DEDUCTIONS FOR		
(a) AMENITY SPACE		0.00
(b) OPEN SPACE		0.00
PHYSICAL CS PROVIDED -	0.00	
(c) INTERNAL ROAD AREA		0.00
5. NET AREA OF THE PLOT (3-4)		1812.65
6. ADDITION FOR F.S.		
(a) OPEN SPACE (NOTIONAL)		0.00
(b) INTERNAL ROAD		0.00
(c) ADDITIONAL INT ROAD BENEFIT		0.00
(d) OTHER		0.00
TOTAL (a+b+c+d)		0.00
7. TOTAL AREA (5+6)		1812.65
8. FLOOR SPACE INDEX PERMISSIBLE		1.0000
PERM. FLOOR AREA (7 x 8)		1812.65
9. TDR AREA		0.00
PERM. TDR AREA		3262.78
10. SPECIAL CASES FS		0.00
11. ROAD (H) SET BACK AREA		0
12. PROPOSED ROAD (RPR)		0.00
13. TOTAL PERM. BUILT UP AREA (8+9+10+11+12)		1812.65
14. PROPOSED AREAS		
(a) PROPOSED RESIDENTIAL AREA		0.00
(b) PROPOSED COMMERCIAL AREA		1811.29
(c) PROPOSED INDUSTRIAL AREA		0.00
(d) PROPOSED SPECIAL USE AREA		0.00
TOTAL PROPOSED AREA (a+b+c+d)		1811.29
15. SUB STRUCTURE AREA ADDITION (FOR FS)		0.00
16. SUB STRUCTURE AREA DEDUCTION (FOR FS)		0.00
17. EXCESS BALCONY AREA TAKEN IN F.S.		0.00
18. EXISTING BUILT UP AREA		
19. TOTAL BUILT UP AREA PROPOSED ((14)+(15)+(16)+(17)+(18)-(19))		1811.29
20. TOTAL SUB STRUCTURE PROPOSED WITH GR-2 (A)		0.00
21. CONSUMED FS WITHIN GR-2 (A)		0.9953
22. CONSUMED FS WITHIN GR-2 (A)		0.0000
B) BALCONY STATEMENT		
(i) PERMISSIBLE BALCONY AREA		271.69
(ii) PROPOSED BALCONY AREA		234.71
(iii) EXCESS BALCONY AREA (TOTAL)		0.00
C) TENEMENT STATEMENT		
(i) PROPOSED AREA (12)		1811.29
(ii) LESS NON-RESIDENTIAL AREA		1811.29
(iii) AREA AVAILABLE FOR TENEMENTS (i-ii)		0.00
(iv) TENEMENTS PERMISSIBLE	250.00/meg.	
(v) TENEMENTS PERMITTED		0

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24/03/2017

पुष्पक निवेशक : मद्रास, हवेली 10
 राजा लाला : 3213/2017
 पोस्ट :
 Regn:65in

[illegible]

मृत्पाण्डनासादी निषत्तल भेदनेषा
नपत्तीनाः :-
मृत्पाण्ड शुल्क अकारत्वात्ता निषत्तलेता
अनुष्णदः :-

(i) within any Indian Reservation, or any Indian Reservation

